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MASTER DECLARATION OF COVENANTS, EASEMENTS  
AND RESTRICTIONS  
OF FIRESTONE FARMS HOMEOWNERS ASSOCIATION

Filed for Record in Columbiana County, Ohio this  
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Columbiana County, Ohio Recorder

By: \_\_\_\_\_

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Exhibit A Legal Description of the Community

Exhibit B Development Plan Showing Community

Exhibit C Articles of Incorporation

Exhibit D By-Laws



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**MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR FIRESTONE FARMS HOMEOWNERS ASSOCIATION, INC.**

THIS MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR FIRESTONE FARMS HOMEOWNERS ASSOCIATION, INC., is made this 5<sup>th</sup> day of May, 2004, by MEADOWBROOKE DEVELOPMENT, LLC, an Ohio limited liability company.

**RECITALS**

A. Declarant is the owner of real property ("Firestone Farms") located in the City of Columbiana (the "City") and Unity Township, Ohio (the "Township"), described on Exhibit A which is for Phase 1 (A, B and C) and shown on Exhibit B (the "Development Plan").

B. Declarant intends by this Master Declaration to impose upon Firestone Farms mutually beneficial covenants, easements and restrictions under a general plan designed to utilize contemporary architectural design, site arrangement, landscaping and land development technologies for the development of a unified and pre-planned residential area benefitting all owners of real property within Firestone Farms on this phase and on subsequent phases.

C. Firestone Farms is located contiguous to a golf course (the "Golf Course") containing approximately 200 acres, but, except for certain easements, the operation of Firestone Farms and the operation of the Golf Course shall be completely independent from each other. The Golf Course is not a part of the Common Area (hereinafter defined) nor does membership in the Master Association or ownership of any portion of Firestone Farms necessarily confer any special rights in the Golf Course.

D. Except for the Building Lots as defined in Article I, Section 4, hereof, apartments, condominiums or cluster-home areas in Community Associations, all land within Firestone Farms (which does not include the Golf Course or dedicated right-of-ways or improvements) shall be Common Area. The Common Areas shall include a "Recreational Area" (as hereinafter defined) for the exclusive use of the Residents of Firestone Farms which may contain a community center, swimming pool, walking path and tennis courts to be constructed by Declarant and maintained by the Master Association. The construction of the Recreational Area is intended to commence not later than three (3) years from the date the first Certificate of Occupancy is issued by the requisite City or Township with respect to a Residence built in Firestone Farms in Phase 1 (A, B and C).

E. Declarant desires to provide a flexible and reasonable procedure for the overall development of Firestone Farms by establishing the Firestone Farms Homeowners Association, Inc., (the "Master Association") as an Ohio not-for-profit corporation, for the administration, preservation, use and enjoyment of Firestone Farms. The Master Association shall be responsible for the





maintenance of the Recreational Area and other Common Areas designed to benefit Firestone Farms. The Master Association will be operated through the Master Board of Trustees.

F. To supplement the services provided by the Master Association, the individual "Community Associations" within Firestone Farms shall form their own Community Association homeowners' associations which will provide for the maintenance of the Common Areas within their respective Community Associations and may also provide landscaping, snow removal, rubbish removal and other services benefitting individual Residences to the extent the same are not provided by the City; and, in the case of attached Residences, the exterior maintenance of the attached Residences within such Community Associations. The Community Association Declarations shall impose additional covenants and restrictions uniquely applicable to their respective Community Associations rather than the entire Firestone Farms.

G. Owners of Residences which shall be located on Building Lots, or entire Community Associations, may desire to construct and install improvements on the portion of the land in such Building Lot abutting such Residence or within such Community Association for the exclusive use of the Persons for whose benefit the Exclusive Use Areas were designated, such as gas grills, children's play areas picnic areas, basketball courts and other recreational facilities. These amenities and recreational facilities shall only be permitted if approved by the Declarant or the Master Association and, if so approved, shall be constructed on land designated by the Declarant or the Master Association.

NOW, THEREFORE, for the purpose of protecting the value and desirability of Firestone Farms, Declarant hereby declares that all of the property described on Exhibit A and as shown on the "Development Plan and any additional property as is hereafter subjected to this Master Declaration by Supplemental Declarations, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property subject to this Master Declaration, and shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in Firestone Farms or any part thereof, and their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Area of Master Maintenance Responsibility" shall mean the following areas (which may be shown on the Development Plan): (a) the Common Area (including the Recreational Area) not located within a Building Lot or Community Association, together with any land which has not yet been designated as a "Community Association", but which may eventually be located within a Community Association, and any recreational or other facilities thereon, (b) landscaped esplanades located within the right-of-way at the entrances of State Route 14 and Farms Drive as shown on the Development Plan, together with their appurtenant facilities.



Section 2. "Beaver Lake" shall mean the approximate eighty five (85) acre lake as shown on the Development Plan. Beaver Lake is contiguous to the Firestone Farms and the Golf Course but is not part of the Common Area of Firestone Farms as hereinafter described. Beaver Lake is independent of Firestone Farms. Ownership within Firestone Farms does not confer any special rights to the use of Beaver Lake.

Section 3. "Builder" shall mean any Person who (a) purchases a Building Lot or Community Association within Firestone Farms for the purpose of the construction and sale of one or more Residences, such Builder also being an Owner during the period such Builder owns title to the Building Lot, or (b) is retained by an Owner to construct a Residence or any addition thereto.

Section 4. "Building Lot" shall mean (i) a Single Family Lot for the construction of a detached Residence, (ii) apartment unit or (iii) a condominium unit or cluster home unit. Each Building Lot shall contain the so-called "footprint" of the Residence to be constructed thereon and additional abutting land as designated by the Declarant, and shall be shown on a plat which will be recorded in the public records of Columbiana County, Ohio prior to the conveyance of such Building Lot by the Declarant. A "Building Lot" shall be deemed to include any Residence and other structures thereon. With respect to the construction of a condominium unit, cluster-home unit or apartment unit, each condominium unit together with the unit's undivided interest in the common areas of the condominium, each cluster-home unit and each apartment unit shall be deemed to be a Building Lot for all purposes of this Master Declaration. The Master Association shall have the right to approve all condominium declarations and cluster-home declarations and all amendments thereto in writing prior to their becoming effective. Building Lots will be conveyed by Declarant to Owners, Builders or successor Declarant's for a consideration which will belong solely to the Declarant. In the event that the size or configuration of a Building Lot is subsequently changed during the Class B Control Period, Declarant shall have the right to charge a consideration which will belong solely to Declarant.

Section 5. "City" shall mean the City of Columbiana, Ohio.

Section 6. "Class B Control period" shall mean the period beginning on the date hereof and ending on the earliest of (a) the date that Residences have been constructed and occupied on ninety percent (90%) of the maximum number of Building Lots permitted to be created in Firestone Farms, as determined by Declarant in accordance with Village requirements (b) December 31, 2031, or (c) the date the Master Association receives written notice from the Declarant that Declarant has elected to terminate the Class B Control Period.

Section 7. "Cluster Homes" shall mean attached or detached units in which the exterior surfaces, foundations and the land underneath each unit is owned in fee simple title by the owner thereof. Cluster Homes are a Community Association and/or have a separate Declaration and By-Laws and the Common Area of the Cluster Home Association exclusive of the footprints of the units shall be owned in fee simple title by the Community Association for the benefit of all owners within the Cluster Home Association. Cluster Home Associations are also commonly referred to as "Zero Lot line". Cluster Home Developments are substantially similar to Condominium Associations in



many respects. The maintenance, repair and replacement of the exterior surfaces of the units within a Cluster Home Association will be the individual responsibility of each unit owner or the responsibility of the Association, depending on terms and provisions of the respective Declarations.

Section 8. "Collection Charges" shall mean interest, late payment charges and other costs as set forth in paragraph (c) of Section 1 of Article VII.

Section 9. "Common Area" shall mean all real property in Firestone Farms, other than Building Lots or apartment units or condominium or cluster-home areas in Community Associations, which the Declarant or the Master Association now owns or hereafter will own and which is intended for the common use and enjoyment of Owners in Firestone Farms, including, without limitation, private roads, drives, paths and walks not within the bounds of a Building Lot and the entrances, exits and any other installations related thereto; the Recreational Area which may include a swimming pool, community center, walking paths and tennis courts to be installed by Declarant; on-site Utility Facilities (including, without limitation, lawn sprinkler systems) not located within the exterior surfaces of the exterior walls of a Residence; personal property owned by the Master Association or a Community Association including personal property used for maintenance or in connection with the operation of recreational facilities or other Common Area; Recreational Area other than those located on a dedicated road or a Building Lot; and any landscaped or open areas not located within a Building Lot. Prior to the creation of Building Lots, all land will be Common Area. Following creation of a Building Lot, the land within the Building Lot will no longer be Common Area. All land within Firestone Farms which is not a Building Lot is Common Area.

Section 10. "Common Master Expenses" shall mean expenses incurred by the Master Association for the general benefit of the Owners, Firestone Farms and/or the Master Association including reasonable reserves, all as may be found to be necessary and appropriate by the Master Board pursuant to this Master Declaration.

Section 11. "Community Association" shall mean an association which administers a condominium or cluster-home association and of which all Owners of property in the Community Association shall be members.

Section 12 "Community Association Board" shall mean the Board of Trustees governing a condominium or cluster-home association.

Section 13. "Community Association Declarant" shall mean the declarant designated for a Community Association in a Community Association Declaration. The Community Association Declarant shall be the Declarant of the Master Association or other Person as defined hereinafter.

Section 14. "Community Association Declaration" shall mean a declaration of a Community Association approved by the Master Association and subordinate to the Master Declaration. The Master Association shall also have the right to approve any amendment or cancellation of a Community Association Declaration before it becomes effective.



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Section 15. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout Firestone Farms. Such standard shall be determined by the Master Board or the Architectural Control Committee (as hereinafter defined) from time to time.

Section 16. "Completed Building Lot" shall mean a Building Lot for which Master Assessments are payable pursuant to Article VII hereof. A Completed Building Lot is a Building Lot on which a Residence has been constructed and the Residence is in condition for occupancy by an owner or is used as a model house by a Builder. In cases of doubt, the Declarant shall determine whether a Building Lot is a Completed Building Lot. Once a Building Lot becomes a Completed Building Lot, such Building Lot shall remain a Completed Building Lot so long as this Declaration shall be applicable to such Building Lot.

Section 17. "Declarant" shall mean MEADOWBROOKE DEVELOPMENT, LLC, an Ohio limited liability company, or its successors, assigns or grantees who (a) take title to all or any portion of Firestone Farms for the primary purpose of development and sale of Building Lots (but not for the construction and sale of Residences), and (b) are designated by the transferor-Declarant as a successor Declarant with respect to all or any specified portion of Firestone Farms in a recorded instrument executed by the transferor-Declarant with respect to that land.

Section 18. "Development plan" shall mean the Plan of Firestone Farms set forth on Exhibit B hereof, which may be modified, contracted or expanded by Declarant or the Master Association in accordance with the provisions of this Declaration.

Section 19. "Exclusive Use Area" shall mean certain portions of the Common Area designated by the Declarant or the Master Association at the request of an Owner or a Community Association Board which are for the exclusive use and benefit of some but not all of the Owners of Firestone Farms. That portion of a driveway, deck, porch, patio or other improvement abutting a Residence which is not located within a Building Lot (and therefore lies within the Common Area) and which was constructed with the prior written approval of the Declarant or the Master Association as part of the original construction of a Residence, shall automatically be deemed to be an Exclusive Use Area for the benefit of such Residence. When an Exclusive Use Area contains permanent improvements, the land on which they are constructed may be, for a fair price determined by the Declarant or the Master Association, conveyed to the Owner and will become part of the Building Lot of such Owner.

Section 20. "Firestone Farms " shall mean the real property described on Exhibit A and shown on the Development Plan as Exhibit B, as the same may be expanded or contracted in accordance with the provisions of this Declaration by supplemental declaration from time to time. Firestone Farms does not include dedicated streets, the Golf Course or Beaver Lake.



Section 21. "Golf Course" shall mean the land and improvements thereon adjacent to or in the vicinity of Firestone Farms which has been or will be constructed pursuant to all applicable laws, ordinances, rules and regulations, of the requisite City or Township authority and the Golf Course Declaration (hereinafter defined). The Golf Course is not a Common Area, and, except as may be expressly set forth herein, is independent of, is not within, and has no rights in, or obligations to, Firestone Farms.

Section 22. "Golf Course Declaration" shall mean the Declaration of Easements, Covenants and Restrictions (Golf Course Declaration) dated of even date herewith by and between Declarant and The Links at Firestone Farms, LLC, an Ohio limited liability company ("Links"), which has been recorded in the Columbiana County Recorder's Office. This Master Declaration and any Community Association Declaration are subordinate to the Golf Course Declaration.

Section 23. "Golf Course Lot" shall mean any portion of a Building Lot or Common Area within Firestone Farms, whether developed or undeveloped, including any Residence or other structure or improvement constructed thereon, that is contiguous to any portion of the Golf Course.

Section 24. "Golf Course Owner" shall mean Links, its successors and assigns.

Section 25. "Institutional Mortgagee" shall mean a mortgagee which is (a) a bank, savings institution, trust company or national banking association, (b) an insurance company or fraternal benefit association, (c) pension, retirement or profit sharing trust or fund, or (d) a government, public employees' pension or retirement system, or any other governmental agency supervising the investment of public funds.

Section 26. "Master Assessments" shall mean Base Master Assessments and Special Master Assessments (as those terms are hereinafter defined) imposed by this Master Declaration.

Section 27. "Master Association" shall mean Firestone Farms Homeowners Association, Inc., an Ohio not for profit corporation, its successors and assigns.

Section 28. "Master Board" or "Master Board of Trustees" shall be the elected body which governs this Community.

Section 29. "Master By-Laws" shall mean the By-Laws of this Master Association attached hereto as Exhibit "D", as they may be amended from time to time.

Section 30. "Master Declaration" shall mean this Master Declaration of Covenants, Easements and Restrictions For Firestone Farms, together with its Master By-Laws, as the same may be amended from time to time.

Section 31. "Master Trustee" shall mean a member of the Master Board of Trustees.



Section 32. "Member" shall mean a Person entitled to membership in the Master Association as set forth in this Master Declaration.

Section 33 "Mortgage" shall mean a construction mortgage or other mortgage deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

Section 34 "Neighborhood " shall mean each separately developed and denominated residential area including single family residences, condominiums, cluster homes and apartments which are subject to this Master Declaration.

Section 35. "Occupant" shall mean a natural person living in a Residence.

Section 36. "Owner" shall mean one (1) or more Persons who either (a) hold the record title to any Building Lot which is part of Firestone Farms, but excluding in all cases a party holding an interest merely as security, or (b) are the contract vendee under a land contract.

Section 37. "Person" shall mean a natural person, corporation, partnership, trustee, limited liability company or other legal entity.

Section 38. "Recreational Area" shall mean the Recreational Area in the approximate location shown on the Development Plan or in such other place within Firestone Farms as determined by Declarant, which may include a swimming pool and tennis courts, together with a community center and walking paths to be built by Declarant, at Declarant's sole cost and expense, and shall be maintained by the Master Association.

Section 39. "Residence" shall mean a constructed housing unit on a Building Lot containing living, cooking, sleeping and toilet facilities intended for use by one family, including, without limitation, a condominium unit, cluster home unit, apartment unit and single family home.

Section 40. "Single Family Lot" shall mean a Building Lot for a single family residence.

Section 41. "Start-Up-Period" shall mean the period specified in Section 2 of Article VII wherein the Declarant could be responsible for the payment of some Common Master Expenses.

Section 42. "Tenant" shall mean an Occupant of an apartment unit, condominium unit or cluster home unit in Multifamily structures and in Single Family Lots who are occupying such apartment, condominium unit, cluster home unit or Single Family Lot under a written lease with an Owner of such Multifamily structure or Single Family Lot and who shall receive all the benefits of the Association. During the time an Occupant is residing in an apartment unit, condominium unit or cluster home unit in Multifamily structures or in a Single Family Lot as a tenant under a written or oral lease, the Owner shall not be entitled to use the Recreational Area.

Section 43. "Township" shall mean Unity Township, Ohio.



Section 44. "Utility Facility" shall mean any irrigation line, water, sewer, drainage, electric, gas, cable television, telephone, and any other utility lines, pipes, conduits, wires, facilities and appurtenances thereto.

ARTICLE II

PROPERTY RIGHTS - OWNERSHIP OF COMMON AREA-  
BUILDING LOTS - COMMUNITY ASSOCIATIONS

Section 1. Easement to Use Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Master Declaration and to any restrictions or limitations of record. Any Owner may delegate his or her right of enjoyment to occupants of his or her Residence and guests, subject to rules and regulations which may be adopted from time to time by the Master Board or Community Association Board. Notwithstanding the above, no Owner or Occupant may install or place any object in, or change or remove any portion of the Common Area without first obtaining the written consent of the Declarant or the Master Board.

Section 2. Ownership of Common Area. Declarant shall convey or cause the conveyance of the Common Area to the Master Association at any time and from time to time, but in any event the Master Association shall have title to all of the Common Area by the fifth annual anniversary of the end of the Class B Control Period.

Section 3. Access to Golf Course. Access to the Golf Course (which is not within Firestone Farms, but abuts Firestone Farms) is strictly subject to the rules and procedures established by the Golf Course Owner. No Owner or Occupant gains any right to enter or to use the Golf Course by virtue of ownership or occupancy of a Building Lot. Certain easements and restrictions set forth in the Golf Course Declaration affect Owners and Builders, especially Owners and Builders of Golf Course Lots.

Section 4. Community Associations. The Owners in a Community Association shall be members of a Community Association in accordance with a Community Association Declaration in addition to the Master Association.

Section 5. Exclusive Use Areas. The Declarant or the Master Association, each in its respective sole and absolute discretion, shall have the right to create permanent or temporary Exclusive Use Areas for the benefit of one (1) or more Community Associations or one or more Owners of Single Family Lots upon application pursuant to rules to be adopted by the Master Board. The Declarant or the Master Association shall have the right to condition the granting of an Exclusive Use Area on reasonable requirements, such as, without limitation, the obtaining of liability or other insurance with respect thereto, and, for just cause, the Declarant or the Master Association shall have the right to terminate such Exclusive Use Area.



ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTY - DELETION OF PROPERTY-  
CREATION AND REVISIONS TO BUILDING LOTS

Section 1. Annexation or Deletion of Land.

(a) Subject to the consent of the owner(s) of the land being annexed or deleted, Declarant shall have the unilateral right, privilege and option, from time to time during the Class B Control Period, to annex land and subject such land to the provisions of this Master Declaration and the jurisdiction of the Master Association or to delete from the provisions of this Master Declaration any land now or hereafter subject to the provisions of this Master Declaration. Such annexation or deletion shall be accomplished by the filing by Declarant in the public records of Columbiana County, Ohio, of a Supplemental Declaration to this Master Declaration annexing or deleting such property. Such Supplemental Declaration shall not require the consent of any other Members. Any such annexation or deletion shall be effective upon the filing for record of such Supplemental Declaration.

(b) Subject to the consent of the owner(s) of the land being annexed or deleted, after the expiration of the Class B Control Period, the Master Association may annex real property and subject such land to the provisions of this Master Declaration and the jurisdiction of the Master Association or may delete real property from the provisions of this Master Declaration and the jurisdiction of the Master Association. Such annexation or deletion shall require the affirmative vote of members of the Master Board with at least seventy-five percent (75%) of the voting power of the Master Board and the written approval of the Declarant so long as Declarant owns any portion of Firestone Farms. Such annexation or deletion shall be accomplished by the filing in the public records of Columbiana County, Ohio, of a Supplemental Declaration describing the property being annexed or deleted. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Master Association and by the owner of the property being annexed or deleted, and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 2. Creation of Building Lots.

(a) The Declarant shall have the exclusive right as permitted by law, to create or to cause to be created Building Lots within Firestone Farms on land owned by the Declarant, the Master Association or otherwise as Declarant determines to be appropriate. Further, as permitted by law, Declarant reserves the right from time to time to increase or decrease the size of and change the configuration of Building Lots by adding Common Area to a Building Lot or converting portions of a Building Lot to Common Area, and to eliminate Building Lots by converting such land to Common Area and to create new Building Lots within Firestone Farms. The rights of Declarant set forth in this Section 2 shall survive until the end of the Class B Control Period and if after the end of the Class B Control Period all Building Lots permitted under applicable law shall not have been created, the Declarant shall still have the right to create Building Lots within Firestone Farms until all Building Lots permitted under applicable law have been created. If the Master Association shall have



title to any land on which Declarant determines to create a Building Lot or to add to a Building Lot, the Master Association shall convey to the Declarant (or its nominee) at any time and from time to time upon request of Declarant and without cost, such portions of such land as are designated by Declarant in Declarant's sole discretion as being intended for Building Lots. If any portion of a Building Lot being changed under this Section is owned by an Owner, the prior consent of the owner must be obtained prior to the modification of the Building Lot.

(b) After Declarant's rights have expired pursuant to Section 2(a) of this Article, the Master Association shall have the right, with the consent of the Owner whose Building Lot is being expanded, modified or contracted, to cause the transfer of portions of the common Area to a Building Lot or to transfer lands within a Building Lot to the Common Area.

#### ARTICLE IV

##### MASTER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Declarant and every Owner of a Building Lot shall be deemed to have a membership in the Master Association. The membership rights of a Member which is a partnership, corporation, limited liability company, or other entity shall be exercised by the individual(s) designated from time to time by the Member in a written instrument provided to the Secretary, subject to the provisions of this Master Declaration and the Master By-Laws.

Section 2. Types of Membership - Voting. The Master Association shall have three (3) classes of membership, being Class A, Class B and Class C as follows:

(a) Class A Members. The Class A Members shall be the Owners within Firestone Farms.

(i) Each Class A Member of a Single Family Lot shall have one (1) vote for each Single Family Lot owned by such Owner. Class A Members of condominium units, cluster home units and apartment units shall have one (1) vote for each condominium unit, cluster home unit and apartment unit owned by such Owner. The Class A Members have the right to designate or vote for Master Trustees subsequent to the Class B Control Period.

(ii) No Owner, whether one (1) or more Persons, shall have more than one (1) Class A Membership per Building Lot owned. In the event the Owner of a Building Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Class A Member or the Member's spouse, subject to the provisions of this Master Declaration and the Master By-Laws.

(b) Class B Member. The Class B Member shall be the Declarant.

(i) During the Class B Control Period, the Class B Member shall have the entire voting power of the Master Association until twenty-five percent (25%) of the Building Lots within Firestone Farms have been sold and conveyed by Declarant. At the next annual meeting after



twenty-five percent (25%) of the Building Lots within Firestone Farms have been sold and conveyed by Declarant the Class A Members present in person or by proxy shall elect twenty-five percent (25%) of the Master Trustees of the Master Association. When fifty percent (50%) of the Building Lots within Firestone Farms have been sold and conveyed by Declarant, the Class A Members shall elect thirty-three and one-third percent (33 1/3%) of the Master Trustees of the Master Association. Subsequent to the Class B Control Period, the Declarant shall have five (5) votes for each Building Lot owned by Declarant which has or may be constructed in Firestone Farms.

(ii) Except as specified in Article IV, Section 2 (b) (i) above, the Class B Member shall be entitled to appoint all of the members of the Master Board during the Class B Control Period, as specified in the Master By-Laws. Notwithstanding anything in this Declaration to the contrary, however, for as long as there are Master Trustees in accordance with the By-Laws and this Declaration, each Trustee shall have one (1) vote on matters before the Master Board.

(iii) After the Class B Control Period, the Class B Member shall have the right to veto certain actions of the Master Board and its committees as set forth in the Master By-Laws.

(iv) The Class B Membership shall terminate upon the earlier of:

(A) The expiration of the Class B Control Period.

(B) When, in its discretion, the Declarant so determines and notifies the Maser Board by written instrument in recordable form.

**Class C Members.** The Class C Members shall be the Tenants within Firestone Farms. Class C members shall receive all the benefits of the Association but shall not be entitled to vote on any matter brought before the members of the Association.

## ARTICLE V

### RESPONSIBILITIES OF MASTER ASSOCIATION, COMMUNITY ASSOCIATIONS AND OWNERS

**Section 1. Master Association's Maintenance Responsibility - Community Association's Maintenance Responsibility, Owner's Maintenance Responsibility-Failure to Comply- Repairs Necessitated by Owner's Negligence**

(a) The Master Association shall be responsible for all maintenance and shall make all repairs and replacements to maintain and keep in good condition and repair, clean and aesthetically pleasing in accordance with Community-Wide Standard the Area of Master Maintenance Responsibility, including, without limitation, repairing and replacing paving, removing snow, cutting grass, pruning and replacing landscaping, painting and decorating the recreational facilities and providing all other maintenance, repair and replacements required to comply with the above standards.





(b) Except for the Area of Master Maintenance Responsibility, each Community Association shall keep the Common Area within its Community Association and each Owner of a Single Family Lot shall keep such Single Family Lot in good condition and repair, clean, and aesthetically pleasing in accordance with Community-Wide Standard. The Master Association shall have the right, after giving written notice to the President or Vice President of a Community Association or the Owner of a Single Family Lot, as the case may be, and the failure of the Community Association or the Owner of a Single Family Lot, as the case may be, to comply with the maintenance responsibilities as above provided or pursuant to its Community Association Declaration within a reasonable time after the giving of such notice (no notice or waiting period being required in an emergency), as determined by the Master Association in its sole discretion, from time to time, to assume all or a portion (and for such period of time as determined by the Master Association) of the maintenance responsibilities required of a Community Association in the Community Association Declaration or the maintenance responsibilities of the Owner of a Single Family Lot, as the case may be. In such event, all costs of such maintenance shall be assessed (prorata) by a Special Master Assessment (hereinafter defined) levied against the Owners of Completed Building Lots within the Community Association or the Owner of the Single Family Lot, as the case may be, for which the services are provided.

(c) Except for the maintenance required to be done by the Community Association pursuant to a Community Association Declaration, each Owner shall keep the exterior of his or her Residence and his or her Building Lot in good condition and repair, clean and aesthetically pleasing and in keeping with Community-Wide Standard.

(d) Each Owner shall make all repairs and replacements and shall perform such maintenance otherwise required of the Master Association hereunder necessitated as the result of the tortious or negligent acts or omissions of such Owner or any Occupant of an Owner's Residence or, in the discretion of the Master Board, the Master Board may perform the required maintenance, repair or replacement and charge such owner for the cost thereof.

## Section 2. Insurance.

(a) Property Insurance. The Master Association shall have the authority to and shall obtain all risk property hazard insurance, if reasonably available, for all insurable improvements on the Common Area not located within a Community Association, including builder's risk coverage, naming Declarant, during the Class B Control Period, as an additional insured and loss payee. If all-risk coverage is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained if that is reasonably obtainable. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.

(b) Liability Insurance. The Master Association shall further keep in full force and effect with Declarant, all Community Associations, and, if possible, the Owners, as additional insureds, public liability insurance with personal injury liability coverage and with a contractual liability endorsement with respect to the Common Area and its improvements, including, without limitation, an Exclusive



Use Area, with minimum limits of Three Million Dollars (\$3,000,000.00) if the Master Association operates a swimming pool and at least Two Million Dollars (\$2,000,000.00) otherwise, on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property. If there is a swimming pool or other recreational facility as an Exclusive Use Area, the additional cost, if any, of providing liability insurance for such pool shall be charged to the Person or Persons for whom the Exclusive Use Area was created.

If a Community Association operates a swimming pool, it will be a requirement that such Community Association shall keep in full force and effect with Declarant, and, if possible, the Owners, as additional insureds, public liability insurance with personal injury liability coverage and with a contractual liability endorsement with respect to its Common Area and its improvements, including, without limitation, an Exclusive Use Area, with minimum limits of Three Million Dollars (\$3,000,000.00) and at least Two Million Dollars (\$2,000,000.00) otherwise, on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property

(c) Deductible - General Provisions. The property hazard insurance policies may contain a reasonable deductible. All insurance coverage obtained by the Master Association shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Ohio.

(ii) All policies on the Common Area shall be for the benefit of the Master Association and its Members, and there shall be a loss payable provision in any builders risk policy for the benefit of mortgagees providing construction financing on the Common Area.

(iii) Exclusive authority to adjust losses under policies obtained by the Master Association in Firestone Farms shall be vested in the Master Association; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Master Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.

(v) All property hazard insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement.

(vi) The Master Association shall be required to make every reasonable effort to secure insurance policies that will provide for the following:



(A) a waiver of subrogation by the insurer as to any claims against the Declarant, Master Board, its manager, the Owners, the Occupants, and their respective tenants, servants, agents, and guests;

(B) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(C) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(D) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of Declarant, any trustee, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any Owner or mortgagee;

(E) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(F) that the Master Association and any named insured (and any named mortgagee) will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

(vii) Other Insurance. In addition to the other insurance required by this Section, the Master Association shall obtain, as a Common Master Expense, worker's compensation insurance, if and to the extent required by law, directors and officers liability coverage, if reasonably available, a fidelity bond or bonds on Trustees, officers, employees, and other Persons handling or responsible for the Master Association's funds, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Master Trustees' reasonable business judgment but, if reasonably available, may not be less than three (3) months Master Assessments on all Completed Building Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Master Association and Declarant of any cancellation, substantial modification, or non-renewal.

Section 3. Taxes and Assessments. The Master Association shall pay all real estate taxes and assessments levied against the Common Area and any other property owned by the Master Association, general or special notwithstanding who might be the record owner of such Common Area. Owners shall pay all real estate taxes and assessments, general and special, levied on their Building Lots and, if so determined by the Master Board, on any Exclusive Use Area designated for use by such Owner. If the real estate taxes and assessments for an Exclusive Use Area are assessed against the Declarant or the Master Association, the Master Association shall have the right but shall not be required, to make a good faith estimate of said real estate taxes and assessments attributable to such Exclusive Use Area (which shall be binding on such Owner) and to charge the Owner for such taxes and assessments, so long as the charges for real estate taxes and assessments for Exclusive Use Areas are made on a non-discriminatory basis.



Section 4. Utilities Charges. The Master Association shall pay for all charges for water, sewer, electricity, gas, telephone and any other utility services used, rented or supplied to or in connection with any property owned, maintained, and/or operated by the Master Association which is not located within a Community Association. Each Residence shall have its own separate utility meters. Each Community Association shall obtain its own separate utility meters for sprinkler systems, lighting, and any other activities conducted by the Community Association. Utilities with respect to an Exclusive Use Area designated for use by an Owner shall be paid for by such Owner.

ARTICLE VI

MANAGEMENT AND OPERATION OF THE MASTER ASSOCIATION

Section 1. Common Area. The Master Association shall ultimately own all Common Area and by virtue of said existing or future ownership shall have the responsibility for the management, maintenance, operation, and control of said Common Area and all facilities therein. Notwithstanding the above, except for the Area of Master Maintenance Responsibility, the Master Association hereby obligates each Community Association to maintain in good condition and repair the Common Area within its Community Association. The Master Association shall be responsible for the operation of any recreational facilities which may be constructed on the Recreational Area or other Common Area and not included within a Community Association, including, without limitation, any swimming pools, clubhouse facilities, tennis courts, or other such facilities which may exist from time to time on such Common Area.

Section 2 . Personal Property and Real Property for Common Use. The Master Association, through action of its Master Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Master Board acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests within Firestone Farms conveyed to it by the Declarant. Cash belonging to the Master Association may be invested in intangible personal property (such as bank accounts) so long as such investment is insured or issued by the United States Government or an agency thereof. Cash may also be deposited in money market funds of national brokerage firms.

Section 3. Employees and Managers. The Master Association shall have the right to engage employees and agents, including, without limitation, attorneys, accountants, architects, engineers, landscape architects and other consultants and maintenance firms and contractors. The Master Association shall have the right to delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (a "Manager"). Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the Manager and for the payment to the Manager of reasonable compensation. Upon the expiration of each management agreement, the Master Association may renew said management agreement or enter into a different agreement with the same or a different Manager, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years and provided, further, that the Master Board may designate a different Manager with whom the Master Association shall enter into an agreement after the expiration of the then existing management agreement. The



Manager may be an entity owned, controlled by, affiliated with, or associated with the Declarant or any shareholder, officer, director, agent or employee of Declarant (an "Affiliate"), but any such management agreement with Declarant or an affiliate of Declarant shall not extend longer than one (1) year after the end of the Class B Control Period. After the Class B Control Period, each management agreement shall provide that it may be terminated by either party with ninety (90) days written notice.

Section 4. Rules and Regulations. The Master Association, through its Master Board, may make and enforce reasonable rules and regulations governing the use of the Common Area including the recreational facilities and equipment, which rules and regulations shall be consistent with the rights and duties established by this Master Declaration.

Section 5. Enforcement. The Master Association shall take all actions reasonably necessary under the circumstances to enforce the provisions of this Master Declaration. Sanctions for violation of any covenant of this Master Declaration or of any rules adopted by the Master Board may include reasonable monetary fines (as set forth in the Master By-Laws) and suspension of the right to use Common Area including recreational facilities that are part of the Common Area. In addition, upon violation of a covenant of a Community Association Declaration or of a rule adopted by a Community Association Board, and upon application of a Community Association Board, the Master Board shall have the right to suspend the use of recreational facilities within Firestone Farms by an Owner and/or Occupant and their guests. The Master Board shall, in addition, have the power to seek injunctive or other equitable relief in any court for violations or to abate nuisances and shall be entitled to recover its legal fees and expenses so incurred. Sanctions may be imposed upon owners and occupants for any violation caused by such Owners or Occupants of such Owners Residences or the guests of any of them.

Section 6. Disputes Between Community Associations. Except for emergencies involving personal injury to persons or damage to property, no litigation shall be commenced by one Community Association against another without first notifying the Master Association in a writing explaining the dispute and permitting the Master Association a period of thirty (30) days following receipt of such notification to attempt to mediate such dispute. In the event the Master Association is unable to mediate the dispute to the satisfaction of the parties, it is required that the parties submit the dispute to binding arbitration to be held in Columbiana County pursuant to the rules of the American Arbitration Association,

Section 7. Disputes Between Community Associations and Owners. Except for the purpose of enforcing the Declaration and By-Laws of the Community Association for collection of assessments and expenses (including foreclosures) or violations of the Declaration, By-Laws or rules promulgated thereunder, for which the Community Association seeks remedies by legal process, disputes, between Community Associations and Owners must be submitted to the Master Association for a period of thirty (30) to attempt to mediate such dispute. In the event the Master Association is unable to mediate the dispute to the satisfaction of the parties, it is required that the parties submit the dispute to binding arbitration to be held in Columbiana County pursuant to the rules of the American Arbitration Association. In the event binding arbitration would be in conflict



with Ohio Revised Code § 5311 with respect to the rights of an Owner, then the Owner shall have the right to seek legal recourse in accordance with Ohio Revised Code § 5311.

**Section 8. User Fees.** The Master Association shall have the right to impose fees on Owners and Occupants and their guests for use of any of the facilities on the Common Area as further described herein.

**Section 9. Implied Rights.** The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The provisions of this Section shall be reasonably construed.

**Section 10. Conflict with Community Association Declaration or Rules Adopted by a Community Association.** In the event of a conflict between the provisions of a Community Association Declaration and this Master Declaration or a rule adopted by the Master Association, the provisions of this Master Declaration or the rule adopted by the Master Association shall control. In the event of a conflict between any rule adopted by a Community Association and the provisions of this Master Declaration or rule adopted by the Master Association, the provisions of this Master Declaration or rule adopted by the Master Association shall control.

## ARTICLE VII

### MASTER ASSESSMENTS

#### Section 1. Creation of Master Assessments.

(a) There are hereby created Master Assessments for Master Association expenses as may from time to time specifically be authorized by the Master Association to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of Master Assessments: (i) Base Master Assessments to fund Common Master Expenses; and (ii) Special Master Assessments as described in Section 6 below.

(b) Each Owner, by acceptance of a deed or recorded contract of sale to any portion of Firestone Farms, is deemed to covenant and agree to pay Master Assessments.

(c) All Master Assessments, together with collection charges consisting of (i) interest determined on a uniform basis for all delinquent owners by the Master Board at a rate not to exceed the highest rate allowed by Ohio law as computed from the date the delinquency first occurs, (ii) a one-time late payment charge if any Master Assessment shall not be paid within not less than ten (10) days of the date due, as established from time to time by the Master Board (but in no event higher than ten percent (10%) of the amount due), and (iii) costs and attorney fees paid or incurred to collect the Master Assessments (collectively, the "Collection charges") shall be a charge on the real property encumbered by this Master Declaration and shall be a continuing lien upon the Building





Lot against which each Master Assessment is made. Each such Master Assessment, together with the Collection Charges, shall be the personal obligation of the Owner of such Building Lot at the time the Master Assessment was first payable, and his or her Grantee, who shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except that no first institutional Mortgagee whose Mortgage was recorded prior to the recording of a Notice of Lien for unpaid Master Assessments, or the nominee of such first Institutional Mortgagee or third party purchaser who obtains title to a Building Lot pursuant to the remedies provided in such a first Mortgage made to an Institutional Mortgagee shall be liable for the Master Assessments which accrued prior to such acquisition of title. Notwithstanding anything in this Declaration to the contrary, an Institutional Mortgagee whose Mortgage was recorded after the recording of a Notice of Lien for unpaid Master Assessments, or the nominee of such first Institutional Mortgagee or third party purchaser who obtains title to a Building Lot pursuant to the remedies provided in such first Mortgage made to an Institutional Mortgagee shall be liable for the unpaid Master Assessments (and any Collection Charges) set forth in the Notice of Lien which was recorded prior to the recording of such first Mortgage; but such liability will not extend to any Master Assessments for which no Notice of Lien shall have been recorded prior to the recording of such Mortgage.

(d) The Master Association shall, within a reasonable time after written demand, furnish to any Owner liable for any type of Master Assessment a certificate in writing signed by an officer or Manager of the Master Association setting forth whether such Master Assessments have been paid as to any particular Building Lot. Such certificate shall be conclusive evidence of payment to the Master Association of such Master Assessments therein stated to have been paid. The Master Association may require the advance payment of a processing fee which initially shall be Fifteen Dollars (\$15.00) for the issuance of such certificate.

(e) Master Assessments shall be paid in such manner and on such dates as may be fixed by the Master Association which may include, without limitation, acceleration of the annual Base Master Assessment for delinquents.

(f) No owner may waive or otherwise exempt himself or herself from liability for Master Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Building Lot. The obligation to pay Master Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Master Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Master or Community Association or Master or Community Association Board to take some action or perform some function required to be taken or performed by the Master or Community Association or Master or Community Association Board under this Master Declaration or the Master By-Laws or Community Association Declaration or Community Association By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association or Community Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

## Section 2. Calculation of Base Master Assessments.

(a) From the date hereof through the second (2nd) annual anniversary of the later of the date that (i) the first Building Lot in Firestone Farms is conveyed to an Owner other than a Builder, and (ii) the Residence on such Building Lot is occupied (the "Start-Up Period"), there shall be assessed against each Completed Building Lot Base Master Assessments at the rate of Four Hundred Twenty Dollars (\$420.00) per year, Thirty-Five Dollars (\$35.00) per month in the event of a partial year.

(b) After the end of the Start Up Period, there shall be assessed against each Completed Building Lot Base Master Assessments equal to the product of the Common Master Expenses and a fraction, the numerator of which is one (1) and the denominator of which is the total number of Completed Building Lots within Firestone Farms. Such calculation shall be based on the number of Completed Building Lots at the beginning of each fiscal year.

## Section 3. Payment of Common Expenses by Declarant. During the Start-Up Period, the Declarant shall pay all Common Master Expenses in excess of the total of the Base Master Assessments.

## Section 4. Date of Commencement of Master Assessments.

The Master Assessments provided for herein shall commence as to each Completed Building Lot on the first day of the first month following the date of completion of construction of a Residence on such Building Lot or twelve (12) months from the date of acquisition of such Building Lot, whichever is the first to occur. Master Assessments shall be due and payable in a manner and on a schedule as the Master Board of Trustees may provide. Annual Master Assessments shall be adjusted according to the number of days remaining in the calendar year at the time Master Assessments commence on the Completed Building Lot.

## Section 5. Budget.

Commencing as of the calendar year following the end of the Start-Up Period and annually thereafter, the Master Association shall prepare a budget covering the estimated Common Master Expenses of the Master Association during the coming year. There shall be established reserve funds for replacement of capital items and the budget shall include a contribution to be determined by the Master Association to such reserve funds. The Master Association shall cause a copy of Common Master Expense budget and notice of the amount of the Base Master Assessment to be levied against each Completed Building Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the calendar year. Notwithstanding the foregoing, in the event the Master Association fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

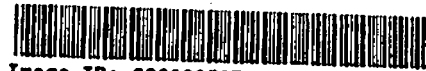
## Section 6. Special Master Assessments-User's Fees-Fines.

(a) In addition to the Base Master Assessments authorized above, the Master Association may levy a Special Master Assessment from time to time after the Start-Up Period applicable to all

Completed Building Lots for payment of extraordinary nonrecurring expenditures. In addition, the Master Association may levy a Special Master Assessment from time to time after the Start-Up Period applicable to all Completed Building Lot for construction of recreational facilities which are not being installed and paid for by Declarant of a material nature which cost in excess of Fifteen Thousand Dollars (\$15,000.00). All Special Master Assessments specified in this Section 6(a) must be approved by the affirmative vote or written consent of at least sixty six and two-thirds percent (66-2/3rd's) of the Class A Members and the affirmative vote or written consent of the Class B Member, if such exists. Such Special Master Assessments shall be computed on the same basis as the Base Master Assessments are computed after the Start-Up Period. Such Special Master Assessments shall be payable in such manner and at such times as may be determined by the Master Board, and may be payable in installments extending beyond the year in which the Special Master Assessment is approved, if the Master Board so determines. The Master Board may also levy Special Master Assessments in accordance with Paragraph (d) of Section 1 of Article IX of the Master Declaration.

(b) The Master Board shall have the right to impose reasonable user's fees for the use of the Recreational Area. To the extent user's fees are imposed, the revenue so derived shall be used to offset the costs and expenses of the Recreational Area and being charged as Common Master Expenses.

(c) The Master Board may also levy a Special Master Assessment against a Building Lot at any time following the acquisition of ownership of the Building Lot to reimburse the Master Association for costs incurred, including attorney's fees, in bringing the Owner of such Building Lot into compliance with the provisions of this Master Declaration or the Master Association rules. Such Owner shall have an opportunity for a hearing in front of the Master Board if the Special Master Assessment is contested by such Owner by giving written notice to any member of the Master Board or to the Declarant as long as the Declarant is a Class B Member within fifteen (15) days following receipt of notice by the Owner from the Master Board that such Special Master Assessment shall have been levied. The Master Association may also levy a Special Master Assessment against the Owners of Building Lots in any Community Association to reimburse the Master Association for costs incurred, including attorney's fees, in bringing the Community Association into compliance with the provisions of this Master Declaration and the Master Association rules, which Special Master Assessment may be authorized by the Master Board after notice to the President or a Vice President of the Community Association and all owners of Building Lots within said Community Association, and an opportunity for a hearing in front of the Master Board if the Special Master Assessment is contested by written notice from an officer of the Community Association or any Owner within said Community Association to any member of the Master Board given within fifteen (15) days following receipt of notice of such Special Master Assessment. In the event that a hearing shall be held by the Master Board as authorized above, then the decision of the Master Board shall be binding upon all owners and Community Associations affected. Fines levied in accordance with Section 20 of Article III of the Master By-Laws shall be deemed to be "Special Master Assessments" for which Collection Charges may be collected and a lien may be imposed and foreclosed as set forth in this Article VII.



Section 7. Lien for Master Assessments, other fees and Collection Charges. Upon the recording in the Columbiana County Records of a Notice of Lien, setting forth the amount owed, name of Owner, legal description of the Building Lot, and any other matters which the Master Association desires to include therein, there shall exist a perfected lien for unpaid Master Assessments, other fees and Collection Charges, including attorney's fees, prior and superior to all other liens, except (a) all taxes, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first Mortgage held by an Institutional Mortgagee, meaning any Mortgage with first priority over other Mortgages recorded before a Notice of Lien was recorded, but if a Notice of Lien shall have been recorded, such lien shall have priority only to the extent of the amount of such lien set forth in the Notice of Lien. Such lien may be enforced by suit, judgment, and foreclosure in the same manner as real estate mortgages may be foreclosed and the Association shall be entitled to recover its legal fees and expenses so incurred. The Master Association, acting on behalf of the owners, shall have the power to bid for the Building Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Building Lot is owned by the Master Association following foreclosure the Master Assessments assessed or levied on it shall be treated as a Common Master Expense. Suit to recover a money judgment for unpaid Master Assessments and Collection Charges shall be maintainable without perfecting a lien and without foreclosing or waiving the lien securing the same and the Association shall be entitled to recover its legal fees and expenses so incurred. All remedies of the Master Association shall be non-exclusive and in addition to all remedies permitted under this Master Declaration, in law or equity, and all such remedies may be exercised at one time or at different times.

Section 8. Subordination of the Lien to First Institution Mortgagees. Unless a Notice of Lien shall have been recorded in the Columbiana County Records prior to the recording of a first Institutional Mortgage (and then only to the extent of the amount of such lien set forth in the Notice of Lien), the lien for unpaid master Assessments, including collection Charges provided for herein, shall be subordinate to the lien of any first Mortgage made to an Institutional Mortgagee. The sale or transfer of any Building Lot shall not affect unpaid Master Assessments whether or not a Notice of Lien shall have been recorded. However, unless a Notice of Lien shall have been recorded before the recording of a first Institutional Mortgage (and then only to the extent of the amount of the lien set forth in such Notice of Lien), the sale or transfer of any Building Lot pursuant to foreclosure of a first Mortgage made to an Institutional Mortgagee, or transfer to such first institutional Mortgagee or third party pursuant to a deed in lieu of foreclosure, shall extinguish the lien of such Master Assessments as to payments which became due prior to such sale or transfer but shall not affect the obligation of the Owner which incurred such Master Assessment. No sale or transfer shall relieve such Building Lot from lien rights for any Master Assessments thereafter becoming due. An Institutional Mortgagee holding a first Mortgage of record or other purchaser of a Building Lot taking through such a Mortgage made to an Institutional Mortgagee that obtains title pursuant to remedies under the Mortgage or by deed in lieu thereof, and its successors and assigns (an "Assignee") shall not be liable for the share of the Common Master Expenses or Master Assessments by the Master Association chargeable to such Building Lot which became due prior to the acquisition of title to such Building Lot by such acquirer, but such unpaid share of Common Master Expenses or Master Assessments shall be deemed to be Common Master Expenses collectible from Owners of all the Building Lots, including such acquirer, its successors and assigns.



Section 9. Capitalization of Association-Working Capital Contribution. Upon acquisition of record title to a Completed Building Lot by a purchaser thereof other than the Declarant or a Builder (acting in his professional capacity), a contribution shall be made by or on behalf of the purchaser to the working capital of the Master Association in an amount equal to one-sixth (1/6th) of the amount of the annual Base Master Assessment per Completed Building Lot for that year as determined by the Master Board. If possible, this amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association. Otherwise, the Owner shall pay such amount to the Master Association within ten (10) days following receipt of an invoice. Such funds shall be held by Declarant and delivered to the Master Association at any time, but no later than the end of the Class B Control Period.

Notwithstanding anything herein to the contrary, each Builder that holds title to a Building Lot shall be liable for the payment of such working capital contribution not delivered to Declarant upon the conveyance of the Building Lot by such Builder to an Owner other than a Builder, and such Builder shall pay such amount to Declarant within ten (10) days after receipt of written notice from Declarant.

ARTICLE VI I I

ARCHITECTURAL STANDARDS-  
ARCHITECTURAL CONTROL COMMITTEE

The Master Board of Trustees shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (the "ACC") which is hereby established and shall have the duties and rights set forth in this Article VIII. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Master Declaration.

Section 1. Construction within Firestone Farms. Without the approval of the ACC and in strict compliance with this Article, there shall be no "Construction" within Firestone Farms, which term shall include within its definition, without limitation, (a) staking, clearing, excavating, grading and other site work in connection with any building (or any part thereof), fence, walk or other structure, (b) construction or installation of any new building or improvement or exterior alteration or modification of existing buildings or improvements, (c) plantings or removal of plants, trees, grass or shrubs (collectively referred to as "landscaping"), except for landscaped areas or beds within six feet (6') of a Residence, (d) change of the color or exterior material(s) of the exterior finish of any structure or of architectural elements (including, without limitation, the roof, doors, windows and exterior walls of a Residence), and (e) installations on or to the roof or exterior walls of a Residence or on a Building Lot.

Subsequent to completion of construction of a Building Lot, no Owner shall remove, plant or permit to have removed or planted any trees, shrub or any landscaping of any nature without the prior written approval of the ACC. It being the intent that willow trees and similar trees, shrubs or other landscaping that will impair or detract views of Firestone Farms and Golf Course shall be prohibited.



**Section 2. Jurisdiction of ACC.**

(a) **New Construction.** The Architectural Control Committee shall have jurisdiction over the construction of Residences and other structures and site improvements on Building Lots and Exclusive Use Areas undertaken by Owners, Builders or Community Associations within Firestone Farms. The Master Association shall prepare and promulgate design and development guidelines, which will contain minimum square footage for single family residences, condominium units, cluster home units and apartments, which minimum square footage requirements may be changed from time to time, all as part of the Design Criteria ("DC"). The DC guidelines (and minimum square footage requirements) may be different for different Community Associations and Single Family Lots. The DC guidelines and procedures shall be those of the Master Association, which shall have the exclusive right to amend the DC from time to time. The Master Association shall make the DC available to Owners, Builders and others who seek to engage in development of or Construction upon all or any portion of Firestone Farms and such Owners and Builders shall conduct their operations strictly in accordance therewith.

(b) **Alterations.** The ACC shall have exclusive jurisdiction over all other Construction within Firestone Farms, including, without limitation, exterior modifications, additions, or alterations made on or to existing Residences and Building Lots (including landscaping); provided, however, the Master Board may delegate this authority (in whole or in part) to the appropriate board or committee of any Community Association subsequently created or subsequently subjected to this Master Declaration so long as the Master Board has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the ACC. Such delegation may be revoked and jurisdiction re-assumed at any time by written notice from the Master Board.

(c) **Declarant and Golf Course Owner Exempt.** Notwithstanding anything in this Article VIII which may be to the contrary, (i) the Declarant shall not be required to obtain approval from the ACC for any construction undertaken, or caused to be undertaken, by the Declarant and (ii) the Golf Course Owner shall not be required to obtain approval from the ACC for any Construction within the Golf Course, including any Construction on the land within Firestone Farms on which the Golf Course has easement rights.

**Section 3. Structure of Committee.** The ACC shall be composed of up to five (5) but not less than three (3) natural persons who need not be Members of the Master Association or Occupants of Firestone Farms. One (1) member of the ACC may be an architect, but such architect and his or her firm shall not do any work for a Builder or Owner relating to any Residence or Building Lot in Firestone Farms. Three (3) of the persons who shall serve on the ACC (including the architect referenced above) shall be designated from time to time by (a) Declarant so long as there shall be a Class B Member (unless Declarant shall sooner notify the Master Board in writing that Declarant has waived its rights under this subparagraph) and (b) the Master Board of the Master Association thereafter.

Section 4. Required Approval. The affirmative vote of a majority of the members of the ACC shall be required in order to adopt or promulgate any rule or to issue any permit, authorization or approval pursuant to this Article.

Section 5. Approval of Plans:

(a) There shall be no Construction by an Owner, Builder or Community Association unless detailed plans and specifications of the proposed construction, installation or change including the description of any proposed new use therefore shall have been submitted to and approved in writing (except where approval results from non-action) by the ACC.

(b) Applications for Construction ("Applications") shall comply with the applicable law and the Design Criteria, as the same may be amended from time to time by the Master Association as to the Construction of new Residences and such other manual(s) or criteria as may be adopted from time to time for existing structures including landscaping, which shall be on file with the Master Association, as the same may be amended and approved, by the Master Association from time to time. The Applications submitted to the ACC shall be in such form and shall contain such information, including, without limitation, two (2) copies of Design Documents, including a grading plan specifying all grade changes from existing conditions, the proposed first floor and garage floor elevations, and the means by which surface drainage shall be controlled and a landscape plan (one (1) set of which shall be retained by the ACC), as may be reasonably required by the ACC. Copies of Applications for alterations or modifications of existing structures (including landscaping) shall also be submitted to the applicable Community Association Board concurrently with their delivery to the ACC. The burden of proving receipt of an Application by the ACC, however, shall be on the Owner.

(c) The ACC shall meet as necessary to review Applications for ACC approval or disapproval and shall render a decision of approval or disapproval within fifteen (15) calendar days after receipt of said Applications.

Section 6. Grounds for Disapproval. (a) The ACC shall have the right to disapprove any Applications submitted hereunder because of any of the following:

(i) Failure of such plans or specifications to comply with applicable laws or any covenants and restrictions contained in this Declaration, the Golf Course Declaration (as hereinafter defined), the Design Criteria ("DC), or any criteria then in effect;

(ii) Failure to include information as may have been reasonably requested;

(iii) Incompatibility of design or appearance (including color or type of exterior materials) of a proposed structure or building with any existing or contemplated structures or buildings or existing topography;

(iv) objection to the grading plan;





(v) Incompatibility of style of architecture, height or bulk or inappropriateness of any proposed building or structure; or

(vi) Any other matter which, in the sole discretion of the ACC, will render the proposed building or structure or use inharmonious with the general plan of Firestone Farms, or the buildings, structures or uses within Firestone Farms, or below the existing Community-Wide Standard.

(b) The applicable Community Association Board shall have failed to advise the ACC with respect to any Application requesting approval of any construction in that Community Association.

(c) In any case where the ACC shall disapprove any Application submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based. In any such case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

Section 7. Rights of Appeal. If the ACC shall disapprove any Application submitted hereunder or any other matter brought before it, there shall be a right to appeal such decision to the Master Board. Such appeal, stating the grounds for appeal must be submitted to the Master Board by the applicant, in writing, by certified mail, return receipt, within fifteen (15) calendar days after receipt of notice of the decision from the ACC. No later than fifteen (15) calendar days after receipt of the notice of appeal, the Master Board shall render a decision. The affirmative vote of a majority of the Master Trustees of the Master Board shall be required to reverse or modify a decision of the ACC.

#### Section 8. Builders. \*

(a) No Construction shall be performed on any Building Lot except by Builders who have first been approved by the Master Association and Declarant in writing. It being the intent of the Master Association and Declarant that Preferred Builders will be Builders who have or will purchase Building Lots for single family residences or Community Associations for condominiums, cluster homes or apartments and who have agreed to abide by the Master Declaration, Golf Course Declaration and the Design Criteria Review Policies. The fact that a builder may be designated a Preferred Builder does not imply or guarantee the quality or craftsmanship of construction.

(b) The DC may establish specific building criteria for Firestone Farms or individual Community Associations. Where sidewalks are required, each Owner and Builder shall be responsible for installation of and payment for sidewalks required by the City, Subject to the requirements of the City. The DC may contain requirements for the Owner and Builder to install required sidewalks and pay for them if the sidewalks have not been timely installed.

(c) Owners of Building Lots and Builders who are not Owners shall be responsible for keeping grass and weeds cut and the area free of any trash or debris, and keep all debris and mud off





of the adjacent streets and highways. The Owner (and Builder) shall comply with all federal, state, county, municipal and other governmental statutes, laws, ordinances, rules and regulations (the "Legal Requirements"), including, without limitation, the Federal Water Pollution Control Act, with respect to erosion control and storm water pollution prevention. Each Owner and Builder shall comply with any plans adopted by Declarant and/or the Master Association and/or any Community Association with respect to any soil erosion control plans adopted by the Village, Declarant, Master Association or any Community Association. In addition, each Builder shall maintain all Construction areas in a neat and clean condition according to applicable Legal Requirements, as befitting a first class residential community, which may include seeding of land. Landscaping shall be installed pursuant to the approved plans and specifications prior to occupancy of a Residence, subject to unusual weather conditions. The ACC shall have the right from time to time to establish additional DC and/or to modify existing DC which will be applicable to all specified portions of Firestone Farms.

(d) Each Builder (and Owner of the Residence constructed by a Builder, whether or not such Residence was owned by the Owner during Construction) shall indemnify and save harmless the Master Association, Declarant, Community Association and the ACC, and all of their agents, employees and contractors, from and against any and all losses, damages, costs, fines, penalties, liabilities, costs and expenses, including, without limitation, attorney fees, arising out of the failure of his or her Builder to comply with all Legal Requirements or the requirements set forth in this Section d.

(e) In addition to the indemnity set forth above, each Builder (or Owner if a Residence being constructed is owned by an Owner) shall deposit with the Master Association the minimum sum of Five Hundred Dollars (\$500.00) for each Residence being constructed by such Builder (the "Security Fund") in Firestone Farms, to be held by the Master Association as security for the performance of all of the duties and covenants of the Builder set forth in this Declaration. In the event that a Builder shall violate any covenant set forth herein, the Declarant or the Master Association shall have the right after giving notice of such violation to the Builder (except in an emergency) and the failure of the Builder to cure such defect within a time period specified in such notice, shall have the right to cause such compliance and the Builder shall pay to the Declarant or the Master Association the cost thereof, together with reasonable supervision charges which may be collected by the Declarant and/or the Master Association. If the Builder fails to reimburse the Declarant and/or the Master Association within seven (7) days following the rendering of an invoice, the Declarant and/or the Master Association shall have the right to use such Security Fund; but the Builder shall immediately replenish any part of the Security fund used by the Declarant and/or the Master Association.

After the Builder shall have completed Construction of the Residence and the Residence shall be occupied by an Occupant, and after the Builder shall have complied with all of the duties and provisions set forth in this Declaration, then the Declarant and/or the Master Association, as the case may be, shall return to the Builder the balance of the Security Fund then held for such purpose, without interest. If there is a deficiency in such Security Fund with respect to any particular Residence in Firestone Farms, a Builder shall not be permitted to continue construction or commence any new Construction until the Security Fund is replenished. In no event shall the Declarant or Maser Association be required to pay any interest with respect to such Security Fund.



Master Board shall decide within one hundred twenty (120) days after the casualty not to repair or restore. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or restoration, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, sums extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area facilities shall be repaired or restored; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

In the event that it should be determined in the manner described above that the damage or destruction to the Common Area facilities shall not be repaired or restored and no alternative improvements are authorized, then and in that event the affected portion of Firestone Farms shall be restored to its natural state and maintained by the Master Association in a neat and attractive condition consistent with the Community-Wide Standard.

(c) If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired and restored, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and restoration as hereinafter provided. Any proceeds remaining after defraying such costs of repair and restoration to the Common Area improvements shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. In the event no repair and restoration is made, any insurance proceeds shall be retained by and for the benefit of the Master Association and placed in a capital improvement account. This is a covenant for the benefit of any Mortgagee of a Building Lot and may be enforced by such Mortgagee.

(d) If after the damage or destruction to the Common Area and its improvements insurance proceeds are not sufficient to defray the cost of repair thereof, the Master Board shall, without the necessity of a vote of the Members, levy a Special Master Assessment against all owners of Completed Building Lots on the same basis as provided for Base Master Assessments. Additional Special Master Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

## ARTICLE X

### CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Master Board acting on the written direction of the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board and of the Declarant during the Class B Control Period) by any authority having the power of condemnation or eminent domain, each owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Master Association for all Owners to be disbursed as follows:



If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant during the Class B Control Period and thereafter the Master Trustees possessing at least seventy-five percent (75%) of the voting power of the Master Board shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Master Board. If such improvements are to be repaired or restored, the above provisions in Article IX hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Master Board shall determine.

Notwithstanding the above, if an Exclusive Use Area is taken in condemnation proceedings, the Master Association shall first be entitled to an amount equal to the market value of land so taken. The Owner of the Building Lot to which the Exclusive Use Area is appurtenant shall then be entitled to receive out of the balance thereof, the market value of the improvement installed on such land; and any balance shall belong to the Master Association. The Master Association shall in good faith make the determination as to the market value of the land and improvements.

#### ARTICLE XI

#### NO PARTITION

Except as is permitted in this Master Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in Firestone Farms or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Master Board from acquiring and disposing of tangible personal property nor from acquiring title to real property (and then disposing of such real property) which may or may not be subject to this Master Declaration.

#### ARTICLE XII

#### RESTRICTIONS

Firestone Farms shall be used only for residential, recreational, and related purposes, which include, without limitation, offices for any property manager retained by the Master Association or sales or business offices for any Builder and/or the Declarant or the Master Association. Further, Community Association Declarations may impose stricter (but not more lenient) standards than those contained in this Declaration. The Master Association shall have standing and the power to enforce such standards.



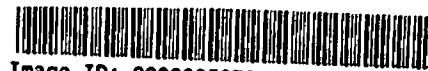
The Master Association shall have authority to make and to enforce standards and restrictions governing the use of Firestone Farms in addition to those contained herein, and to impose reasonable user fees for use of recreation facilities and other Common Area Facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within Firestone Farms. Such regulations and use restrictions shall be binding upon all Owners and Occupants until and unless overruled, canceled or modified.

Section 1. Signs. No sign or other advertising device of any kind, temporary or permanent, shall be erected or placed within Firestone Farms without the prior written consent of the Master Board or the Declarant. The Master Board and the Declarant shall have the right to erect signs or other advertising devices and to permit Builders, Realtors and Owners to erect signs and other advertising devices within Firestone Farms (including security signs and invisible fence signs) as the Declarant or the Master Board, in their discretion, deem appropriate. Notwithstanding the above, no signs, political signs, flags (except American Flags whose location must be approved by the Master Association), banners or similar items advertising or providing directional information with respect to activities being conducted outside Firestone Farms shall be permitted within Firestone Farms.

Section 2. Parking and Use of Motor Vehicles. Except as otherwise hereinafter provided, vehicles that are in an operable condition shall be parked in the garages or the driveway exclusively serving a Residence, or in appropriate parking spaces or areas designated by the Master Board or Community Association Board (which parking may or may not be assigned) and in no other areas within Firestone Farms, subject to such rules and regulations as the Master Board or the Community Association Board having concurrent jurisdiction over parking areas within a Community Association, may adopt. The Master Board may, in its discretion, require registration of vehicles of occupants of Residences. The Declarant and/or the Master Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules and any applicable City requirements. Commercial vehicles (excluding one ton or less trucks), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and boat trailers shall not be parked in Firestone Farms other than in garages unless permitted by the Master Board and then only in areas designated by the Maser Board. The storage of boats and recreational vehicles is prohibited upon Firestone Farms except in garages. Notwithstanding the above, the Declarant and the Builders, with the Declarant's or the Master Association's consent, shall be permitted to park vehicles in parking spaces and undeveloped areas designated by Declarant as may be necessary to perform construction, sales and other functions of the Declarant or Builders.

No off road ATV's, recreational vehicles, quad's, off road bikes or similar type vehicles are permitted in Firestone Farms.

Section 3. Animals and Pets. For initial purchasers of single family residences, condominiums, cluster homes or apartments, the Declarant or Master Board (as the case may be), shall have the right to approve of (in writing) the number, type and weight of pet(s) to be kept in such single family residences, condominiums, cluster homes or apartments. As such pet(s) die, they shall not be permitted to be replaced except in accordance with the provisions in the paragraph set forth below.



No animals, rabbits, pot bellied pigs, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of Firestone Farms, except, fish kept in aquariums and household birds such as parakeets and parrots kept in bird cages may be permitted in a Residence. Further, one (1) dog weighing not more than seventy five (75) pounds and/or one cat weighing not more than fifteen (15) pounds may be kept in a Residence as may be regulated under rules adopted by the Master Board or by the Community Association Board. No pets, including, without limitation, cats, are permitted to roam free unless contained within an invisible fence area. Those pets which, in the sole discretion of the Master Board, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience to the Owners or Occupants of other Residences or the Owner of any portion of Firestone Farms shall be removed upon request of the Master Board, if the owner fails to honor such request, the pet may be removed by the Master Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence (except when confined by an invisible fence) be confined on a leash held by a responsible person. All droppings from pets must be immediately removed by their owners. Community Association Boards and apartments owners may impose more stringent restrictions on keeping or maintaining animals and pets, including, but not limited to the prohibition of animals and pets.

Section 4. Nuisance. No portion of Firestone Farms shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance thing, or material be in any portion of Firestone Farms that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No so-called hazardous or toxic wastes or substances (as defined by any federal or state statute or law) shall be brought upon Firestone Farms or disposed of except in strict compliance with legal requirements. No noxious or offensive activity shall be carried on upon any portion of Firestone Farms, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of Firestone Farms. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Firestone Farms.

Section 5. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Building Lot or Exclusive Use Area. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of Firestone Farms.

Section 6. Antennas. Except in accordance with rules and regulations to be adopted by the Master Board or the ACC, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any Portion of Firestone Farms, including any Building Lot without the prior written consent of the Master Board or Declarant. The Declarant and/or the Master Association shall



have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of Firestone Farms, should any such master system or systems be utilized by the Master Association and require any such exterior apparatus. Notwithstanding the foregoing, an Owner may install a satellite dish (not to exceed one meter [i.e., approximately 39 inches] in diameter) or television antenna on a Building Lot or within a Limited Common Area of a condominium or cluster home Community Association, so long as such installation conforms in all respects to the design, construction, installation, location, maintenance, and any other reasonable criteria established by the Board. The Board shall determine whether or not the Unit Owner meets such criteria. The criteria shall not cause the Unit Owner to incur unreasonable installation, maintenance or usage costs, nor shall the criteria cause unreasonable interference with a broadcast signal. It is the intent that this provision shall be in conformity with the rules and regulations of the Federal Communications Commission.

**Section 7. Basketball Facilities, Clotheslines, Garbage Cans, Tanks, Tennis Courts, Sports Courts, Etc.** All basketball hoops and backboards, clotheslines, garbage cans, and other similar items shall be located or screened so as to be concealed from view of neighboring Residences, streets, and property located adjacent to the Residence. All rubbish, trash, and garbage shall be kept in proper containers in accordance with applicable law and the rules to be adopted by the Community Association Board or the Master Board. No tennis courts or sports courts are permitted without ACC approval.

**Section 8. Subdivision of Residences.** No Residence shall be subdivided or moved except with the prior written approval of the Master Board.

**Section 9. Guns.** The discharge of firearms within Firestone Farms is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

**Section 10. Pools.** No above ground swimming pools shall be erected, constructed or installed within Firestone Farms. In ground pools attached to a residence are permitted with ACC approval.

**Section 11. Tents, Trailers and Temporary Structures.** Except as may be permitted by the Declarant or Master Board during initial construction of a Residence and other improvements within Firestone Farms, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Building Lot or any part of Firestone Farms.

**Section 12 . Drainage and Septic Systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions, including, without limitation, trees or debris shall be placed in these areas. No Person (other than Declarant Or the Master Board) may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant and the Master Association each hereby reserves a perpetual easement across Firestone Farms for the purpose of altering drainage and water flow. Septic systems are prohibited within Firestone Farms unless approved in writing by the Declarant or Master Board. No Golf Course Lots shall be permitted to have down spout runoff onto the Golf Course.



Section 13. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within Firestone Farms, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes and approved by the Master Board.

Section 14. Air Conditioning Units. Except as may be permitted by the Master Board, no window air conditioning units may be installed in any Residence.

Section 15. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article VIII of this Master Declaration.

Section 16. Artificial and Natural Landscaping, Exterior Sculpture and Similar Items. No natural landscaping shall be removed, unless approved in accordance with Article VIII of this Master Declaration. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC.

Section 17. Lakes and Water Bodies. All lakes, ponds and streams within Firestone Farms, if any, shall be aesthetic amenities only, no recreational use thereof, including, without limitation, swimming, boating, playing, fishing or use of personal flotation devices or ice skating, shall be permitted unless authorized by the Master Board or the Declarant. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof unless approved by the ACC. The Master Association and Declarant shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within Firestone Farms.

Beaver Lake is approximately eighty five (85) acres and is not part of Firestone Farms. No access to Beaver Lake is granted by virtue of ownership in Firestone Farms. The Golf Course is permitted to use the waters of Beaver lake for irrigation purposes. Building Lots adjacent to Beaver Lake are lake view in nature and not lake front as the property lines to such Building Lots do not abut the shoreline of Beaver Lake. As such, no riparian rights to the water in Beaver Lake are conferred on the owners of such lake view Building Lots.

Section 18. Leasing. No Owner shall lease his or her Residence for less than six (6) months or lease a portion (but not all) of a Residence, without the prior consent of the Master Board. Community Association Boards and apartments owners may impose more stringent restrictions on leasing of Residences. The names of all Persons leasing a Residence shall be furnished to the Master Association and Community Association by the Owner.

Section 19. Playground. Any playground or other play areas or equipment furnished by the Master Association or erected within Firestone Farms shall be used at the risk of the user, and the Master Association, Community Association and Declarant shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.



**Section 20. Business Use.** No trade or business may be conducted in or from any Residence, except that an Owner or occupant may conduct business activities within the Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all zoning requirements for Firestone Farms; (c) the business activity does not involve door-to-door solicitation of residents of Firestone Farms; and (d) the business activity is consistent with the residential character of Firestone Farms and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Firestone Farms, as may be determined in the sole discretion of the Master Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accented meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or Builders designated by the Declarant with respect to the development and sale of Firestone Farms or Residences within Firestone Farms.

**Section 21. Repair or Removal of Damaged Property.** In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any fire or other casualty the owner shall promptly either (a) immediately commence the repair or rebuilding of said improvements following such damage or destruction and thereafter diligently and continuously complete the same, or (b) provided the following is not prohibited in any Community Association Declaration or this Master Declaration, raze said improvement, building or structure and remove rubble and debris from the area as promptly as possible in the circumstances, but in any event the improvement, building or structure shall be safe, sightly and in an aesthetic condition so as not to detract from the appearance of Firestone Farms.

**Section 22. Waiver of Subrogation.** Declarant, each Owner and Occupant, the Master Association, each Community Association, and any Person who owns, leases, operates or controls any Residence, improvement, building, structure, fixture, or item of personal property within Firestone Farms, as a condition of accepting title to a Building Lot or possession of a Residence or other building or structure agrees for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, in the event that any Residence, building, structure, improvement, fixture, or item of personal property within Firestone Farms are damaged or destroyed by fire or other casualty that is covered by insurance or is coverable under standard fire and extended coverage insurance policy with "all-risk" coverage, that the rights, if any, of the Person suffering a loss with respect to such damage or destruction and with respect to the losses resulting therefrom, no matter what the cause of such fire or other casualty, including negligence, are hereby waived to the extent of the proceeds of insurance covering such damage or destruction and to the extent of the proceeds of insurance which would have been available if a fire, extended coverage and all-risk policy covered such loss if no such policy existed.





**Section 23. Grading.** No Person shall change the grade of any portion of Firestone Farms without first obtaining the prior written consent of the Master Board or the ACC.

**Section 24. Fences.** Fences, invisible fences, walls, dog areas, or animal pens of any kind shall not be erected or permitted to remain upon any portion of Firestone Farms, unless otherwise approved by the Declarant, Master Board or ACC.

**Section 25. Protection of Trees and Plants.** Except as Declarant or a Builder shall determine with Declarant's consent, no tree, shrub or other landscaping shall be removed, replaced or planted by or at the request of an Owner (refer to Article VIII, Section 1, above) without the express authorization of the Master Association or the ACC which, in its discretion, may adopt and promulgate rules regarding the preservation of trees, shrubs and other landscaping and other natural resources and the replacement of any trees, shrubs and other landscaping removed.

**Section 26. Exterior Appearance.** The exterior of any building or structure in Firestone Farms shall not be altered, modified, changed, or re-decorated in any way so as to change the color, appearance, decor or exterior of the structure. Nor shall any change of the landscaping be made by an Owner (other than the installation of annual plants) without the authorization of the ACC or the Declarant except for the replacement, maintenance and repair thereof..

**Section 27. Lights on Exterior of Residences.** For the purpose of providing security, each owner shall provide one (1) light of the kind designated by the ACC on the exterior of the garage of each attached and detached Residence within Firestone Farms which shall automatically go on at dusk and remain on until dawn. Each owner shall keep and maintain said light in good condition, repair, and working order and shall replace any burnt out bulbs as promptly as required. The Master Board may adopt rules in connection with said lighting.

**Section 28. Damage and Destruction.** No digging or construction on a Building Lot shall commence until the location of gas, electric, cable, sewer and water lines and other utility lines have been located. Any damage to gas, electric, cable, sewer and water lines and other utility lines are the sole responsibility of the Owner, Builder or contractor causing such damage.

**Section 29. Violation of Article XII.** If any Person required to comply with the foregoing covenants, conditions, and restrictions shall violate any one of the same, the Declarant or the Master Board shall have the right to give written notice to such Person to terminate, remove or alleviate such violation. Such notice shall expressly set forth the facts constituting such violation. If within fifteen (15) days after the giving of such written notice of violation reasonable steps shall not have been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant or the Master Board, shall have the right, through their respective agents and employees, to enter upon that portion of Firestone Farms where the violation exists and to summarily terminate, remove or extinguish the same using such force as may be required. In addition to the foregoing, the Declarant or the Master Board shall have the right to obtain an injunction or other equitable relief from any court having

ARTICLE XIV  
GENERAL PROVISIONS



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**Section 1. Occupants Bound.** All provision of the Master Declaration, Master By-Laws and any of the rules and regulations or restrictions promulgated pursuant, thereto, which govern the conduct of Owners and which provide sanctions against Owners shall also apply to all Occupants. Every Owner shall cause all Occupants to comply with the Master Declaration, Master By-Laws, and the rules and regulations promulgated with respect thereto and such Owner shall be liable for all violations and for all losses to the Common Area and facilities caused by Occupants, notwithstanding the fact that such Occupants of a Residence are also fully liable and may be sanctioned for any violation of the Master Declaration, Master By-Laws and rules and regulations promulgated thereunder.

**Section 2. Term.** This Master Declaration shall run with the land and bind Firestone Farms, and shall inure to the benefit of and shall be enforceable by the Master Association and Declarant and shall be binding on the Master Association, Declarant and all Owners, and their respective legal representatives, heirs, successors and assigns, for the term of fifty (50) years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, duly approved by at least two-thirds (2/3rds) of the then Owners and their Mortgagees, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Master Declaration shall be terminated.

**Section 3. Amendment.**

✓ (a) The Declarant shall have the sole right to amend this Master Declaration during the Class B Control Period unilaterally so long as the amendments shall not change the voting rights of the Class A or the method of calculating Master Assessments pursuant to Section 2 of Article VII. After the Class B Control Period, this Master Declaration may be amended only by the affirmative vote or written consent of the Master Trustees possessing at least seventy-five percent (75%) of the voting power of the Master Board and the written consent of the Class B Member so long as there exists a Class B Member. However, the requirements necessary to amend a specific clause referred to in this Master Declaration shall not be less than the prescribed requirements for that particular action specified under that clause. Notwithstanding the foregoing, neither the Declarant nor the Master Trustees shall have the right to amend this Declaration in such manner that will materially change the obligations with respect to Golf Course Lots (as opposed to changes relating to Building Lots in general or to Building Lots within a particular Community Association which apply to both Golf Course Lots and other Building Lots) without the written approval of the Golf Course Owner. If within twenty (20) days after receipt of notice of a proposed amendment to this Declaration the Golf Course Owner shall not notify the President of the Master Association or the Master Board that the Golf Course Owner does not approve such amendment, it shall be deemed that the Golf Course Member shall have approved such amendment. Any amendment to be effective must be recorded in the public records of Columbiana County, Ohio.

(b) Notwithstanding the above, the Master Board shall have the right to amend this Master Declaration, the Articles of Incorporation and/or the Master Bylaws without the consent of any Person to correct errors of omission or commission or as required to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or public or quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring the Master Declaration, the Articles of Incorporation and/or the Master By-Laws in compliance with applicable laws.

(c) Each Owner and Mortgagee shall be deemed to have knowledge of any amendment made pursuant to this Section 3 upon the recording of such amendment in the Columbiana County Records and each Owner and Mortgagee shall be entitled at any time to request from the Declarant or the Master Board copies of the Master Declaration as then amended. The Master Board shall have the right to charge a reasonable fee for performing such service. In addition, upon the enactment of any amendment, the Master Board shall attempt to post in a conspicuous place (such as the Recreational Area) or to send letters (ordinary mail or hand delivery) to each Owner to summarize any amendment made; but the non-receipt of any such summary or the failure of the Master Board to comply with this Paragraph shall not affect the foregoing conclusive presumption that the Owner has knowledge of and shall be bound by any such amendment upon the recording of the Amendment.

(d) If a Person votes for or consents to any amendment to this Master Declaration or the Master By-Laws, it will be conclusively presumed that such Person has the authority so to vote for or consent and no contrary provision in any Mortgage or contract between such Person and a third party will affect the validity of such amendment.

(e) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Right of Entry. The Master Association shall have the right, but not the obligation, to enter into any Residence for emergency, security, or safety reasons, which right may be exercised by the Master Board of Trustees, officers, agents, employees or Managers. Except in an emergency situation, entry shall only be made during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Master Association to enter a Residence to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Master Board.

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Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable by reason of the violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States of America or George Voinovich, Senator of the State of Ohio.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of the Master Trustees possessing at least seventy-five (75%) percent of the voting power of the Master Board. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Master Assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended during the Class B Control Period unless such amendment is made by the Declarant.

Section 8. Cumulative Effect- Conflict. . The covenants, restrictions, and provisions of this Master Declaration shall be cumulative with those of any Community Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions and provisions of any article of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Community Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Master Assessments created in favor of the Master Association.

Section 9. Use of the Words "Firestone Farms" or "Firestone Farms Homeowners Association, Inc.". Except for The Links at Firestone Farms, no person shall use the words "Firestone Farms" or "Firestone Farms Homeowners Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant during the Class B Control Period and the Master Association thereafter. However, Builders, Owners and the Golf Course Owner may use the terms "Firestone Farms" or "Firestone Farms Homeowners Association, Inc." in printed or promotional matter where such term is used solely to specify that particular property is located within Firestone Farms.

#### Section 10. Security.

(a) NEITHER THE MASTER ASSOCIATION, MASTER BOARD NOR THE DECLARANT ARE UNDER ANY OBLIGATION OR DUTY TO PROVIDE ANY SECURITY FOR OR ON BEHALF OF ANY OWNER, OCCUPANT, OR RESIDENCE. NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE SECURITY. ALL OWNERS, TENANTS, OCCUPANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT AND THE MASTER ASSOCIATION, ARE NOT



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INSURERS AND THAT EACH OWNER, TENANT, OCCUPANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO RESIDENCES AND TO THE CONTENTS OF RESIDENCES. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO ANY OWNER, OCCUPANT, NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SECURITY AND NONE SHALL BE IMPLIED IN LAW.

(b) Notwithstanding the above, the Master Association shall have the right (but not the obligation) acting through the Master Board to provide any security measures for the benefit Firestone Farms it deems desirable from time to time.

Section 11. Indemnification. The Master Association shall indemnify Declarant and every officer of the Master Association and Master Trustee, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon Declarant or such officer or Master Trustee in connection with any action, suit, or other proceeding (including settlement of or proceeding, if approved by the then Master Board or Declarant) to which it, he or she may be a party by reason of being or having been the Declarant, an officer or Master Trustee. The Declarant, officers of the Master Association and Master Trustees shall not be liable for any mistake of judgment negligent or other-wise, except for their own individual willful, malfeasance or bad faith. The Declarant, Officers and Master Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good- faith on behalf of the Master Association (except to the extent that such officers or Master Trustees may also be Owners), and the Master Association shall indemnify and forever hold Declarant and each such Officer and Master Trustees free and harmless against any and all liability to other on account of an contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any owners rights to which Declarant, any officer or Master Trustee, or former Officer or Master Trustee may be entitled.

Section 12 . Exhibits. All exhibits referred to in this Master Declaration are attached to and made a part hereof.

Section 13. Miscellaneous. The Section headings are used for convenience only and shall not be used in the interpretation of any matters herein. Use of the masculine or any other gender shall include the feminine and the neuter genders, and visa versa.

Section 14. Governing Law. This Declaration shall be construed and enforced under the laws of the State of Ohio.

Section 15. Venue and Jurisdiction. In the event of any dispute under this Declaration, Columbiana County, Ohio shall have exclusive jurisdiction concerning arbitration, mediation or litigation and venue shall be deemed proper in the Columbiana County Court of Common Pleas.

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ARTICLE XV

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of Institutional Mortgages on Residences in Firestone Farms. The provisions of this Article apply to both this Master Declaration and to the Master By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action., A first Institutional Mortgagee and any insurer or guarantor of a first Institutional Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Residence address, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of Firestone Farms or which affects any Residence on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Master Assessments owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Institutional Mortgage, upon request, is entitled to written notice from the Master Association of any default in the performance by an Owner of a Residence of any obligation under the Master Declaration or Master By-Laws which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of foregoing. Unless at least two-thirds (2/3) of the first Institutional Mortgagees or the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board consent, the Master Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Master Association owns, directly or indirectly (the granting of easements for public utilities or for other purposes as permitted herein and not inconsistent with the intended use of the Common Area, the transfer of Common area in accordance with Article III hereof and the transfer of diminutive portions of the Common Area by Declarant or the Master Board in good faith shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations for Master Assessments, dues, or other charges which may be levied against an Owner of a Residence (a decision, including contracts, by the Master Board or provisions of any Community Association Declaration subsequently recorded on any portion of Firestone Farms regarding assessments for Community Associations or other similar areas shall not be subject to this provision where such decision or Community Association Declaration is otherwise authorized by this Master Declaration);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision):

(d) fail to maintain insurance, as required by this Master Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Master Association policy, and first Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

Section 3. No Priority. No provision of this Master Declaration or the Master By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Institutional Mortgagees of any Building Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such owner's Residence.

Section 5. Amendment by Board. Should the Federal National Mortgage Master Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Master Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Declaration, Master By Laws, or Ohio corporate law set out in this Article.



Section 7. Failure of Mortgagees to Respond. Any Mortgagee who receives a written request from the Master Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Associations request.

## ARTICLE XVI

### GOLF COURSE -RESTRICTIONS ON GOLF COURSE LOTS

Section 1. General. Neither membership in the Master Association nor ownership or occupancy of a Building Lot or Residence shall confer any ownership or other interest in the Golf Course. Rights to use the Golf Course will be granted only by the operator of the Golf Course to such Persons and on such terms and conditions as may be determined from time to time by the operator of the Golf Course. The number of users of the Golf Course shall be determined by the operator of the Golf Course.

Section 2. Continuance of Golf Course. All Persons, including all owners, are hereby advised that no representations or warranties have been or are being made by the Declarant, its agents and employees, or any other Person with regard to the Golf Course or the operation of the Golf Course, or the continuance of the operation of the Golf Course whether as a public or private golf course facility.

Section 3. Restrictions on and Easements Affecting the Golf Course and Golf Course Lots. The following are among the restrictions, covenants and easements set forth in the Golf Course Declaration, which should be read by all Owners, Occupants and Builders as the Golf Course Declaration is superior to this Declaration and binds all Owners, Occupants and Builders within Firestone Farms:

✓ (a) Minimum Setback. No building, structure or improvement of any kind (including, without limitation, fences, as described below, swimming pools, dog runs, or animal pens), shall be located, erected or installed on any Golf Course Lot within forty-five feet (45') from the boundary of the Golf Course.

(b) Owners Maintenance Responsibility. Each Owner of a Golf Course Lot shall maintain his or, her golf Course Lot, and all Residences and structures thereon, in a neat and sightly manner, free from debris and reasonably free of weeds, in order to provide an attractive, appearance when viewed from the Golf Course.

(c) Above-Ground Pools. No above ground pools are permitted. In ground pools attached to a residence are permitted with ACC approval.

(d) Use of Golf Course Lots. All Golf Course Lots shall be used only for residential, recreational and related purposes (which may include offices for any property manager retained





by the Master Association or any Community Association or sales or business offices for the Builders and/or Declarant), all as more particularly set forth in the Golf Course Declaration.

(e) Residence Sizes on Golf Course Lots.

(i) Each Residence constructed upon a Golf Course Lot in Phase 1 (A and B) shall contain not less than 1,900 square feet for a ranch and 2,100 square feet for a 1 ½ and 2 story home (exclusive of basement, porch, unfinished attic space, and garage space) and shall include only attached garages. Each Residence constructed upon a Golf Course Lot in Phase 1 (C) shall contain not less than 1,800 square feet for a ranch and 2,000 square feet for a 1 ½ and 2 story of home (exclusive of basement, porch, unfinished attic space, and garage space) and shall include only attached garages. Residence square footage for subsequent phases may be changed at the sole discretion of the ACC. No accessory building shall be permitted on any Golf Course Lot, other than cabanas adjacent to a swimming pool; no such cabana may be located within the forty-five foot (45') setback area. No walls, fences, coping or boundary plantings shall be constructed by or on behalf of an Owner along the lot line of a Golf Course Lot facing the golf Course.

(ii) In the event that a building, structure or structures containing attached housing units shall be located on any Golf Course Lot, no such structure shall contain more than four (4) Residences, and each such attached Residence shall comply with the foregoing minimum-area requirement. That portion of each attached Residence which faces the Golf Course shall be staggered, so as to offset such Residence from each other Residence located within the same building.

(f) Violation of Restrictions. The Golf Course Declaration contains rights and remedies for the violation of any of the restrictions set forth in the Golf Course Declaration.

(g) Easement for Golf Balls. Every Golf Course Lot shall be and is hereby burdened with an easement permitting golf balls unintentionally to come upon the Golf Course Lots, and for golfers at reasonable times and in a reasonable manner, to come upon the Golf Course Lot to retrieve errant golf balls. Neither Declarant nor the Golf Course Owner shall have any liability to any Owner or otherwise for, and each is hereby released from, any damages caused by errant golf balls or for the actions (or omissions) of golfers in retrieving the same.

(h) Other Easements.

(i) In the Golf Course Declaration, Declarant and the Golf Course Owner grant and convey to the other all easements recorded or contained in the Recorded Plat or any related plats to be filed for record, which easements shall (unless otherwise clearly indicated) be perpetual and shall run with the land.

(ii) The Golf Course Owner shall have certain rights with respect to easements for Utility Facilities and otherwise within Firestone Farms, including construction easements to facilitate the development and construction of the Golf Course and the concurrent construction of the Infrastructure Improvements (as defined in the Golf Course Declaration) and the development and construction of planned improvements within Firestone Farms.



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(iii) The Declarant and the Golf Course Owner have agreed to cooperate with each other in the granting of easements as may be necessary for temporary construction purposes or for ingress or egress to any portion of Firestone Farms and the Golf Course for which the same shall be necessary to facilitate any construction required or contemplated under the Golf Course Declaration (including construction of the Golf Course and Residences, improvements and structures within Firestone Farms), or to facilitate storm water drainage, or for the installation, access, use, repair, replacement or maintenance of Utility Facilities. The specific location of any easements to be granted shall be specifically approved by the Declarant and the Golf Course Owner, and any Owner affected thereby; which approval shall not be unreasonably withheld.

(iv) From and after the date on which a Building Lot is conveyed to an Owner, the Golf Course Owner shall have no further right to request or require that easements contemplated in the Golf Course Declaration be granted on, over, under or across such Building Lot; and Declarant has agreed that the Owners shall have no further right to request or require that the easements contemplated in the Golf Course Declaration be granted on, over, under or across the Golf Course from and after the date that the Golf Course is in operation.

(i) Occupants Bound. All provisions of the Golf Course Declaration shall apply to all Occupants, guests and invitees of any Residence. Every Owner shall cause all Occupants of his or her Residence to comply with the Golf Course Declaration; such Owner shall be liable for all violations and for all losses caused by such Occupants, notwithstanding the fact that such Occupants of a Residence are also fully liable and may be sanctioned for any violation of the Golf Course Declaration, by a writing signed by the Golf Course Owner and Declarant.

(j) Consult Golf Course Declaration. The provisions of this Declaration relating to the Golf Course Declaration are in summary form and are not intended to amend or in any way change the provisions of the Golf Course Declaration. In the event of a conflict between the provisions of this Declaration relating to the Golf Course and the Golf Course Declaration, the Provisions of the Golf Course Declaration shall control. Therefore, every Owner, Occupant and Builder are urged by Declarant to read the Golf Course Declaration.

## ARTICLE XVII

### DECLARANT'S RIGHTS - LIABILITY

Section 1. Right of Repurchase of Building Lots by Declarant. The land Purchase Agreements between the Declarant and Builders within Firestone Farms Homeowners Association contains a provision whereby the Declarant has the absolute right to repurchase any or all Building Lots owned by a Builder in the event such Builder does not commence construction within the required time set forth in the Land Purchase Agreement and the Guidelines for Design Criteria or for whatever reason the Builder elects not to construct a single family residence, condominium unit, cluster home unit or apartment unit on the Building Lot. The terms and conditions of the right to repurchase are set forth in the Land Purchase Agreement, including but not limited to, the right of Declarant to compel specific performance by a Builder to transfer a Building Lot back to Declarant.



**Section 2. Rights of Declarant; Transfer of Declarant's Rights and Obligations.**

(a) Any or all of the special rights and obligations of the Declarant hereunder may be transferred by the Declarant with respect to any designated portion of Firestone Farms to other Persons who shall purchase those portions of Firestone Farms and which contain Building Lots (or land which will contain Building Lots) for development; provided that no such transfer shall be effective unless such transfer is in a written instrument specifying which rights and obligations have been transferred (or stating that all rights and obligations have been transferred) and the portion of Firestone Farms affected by the transfer. Such instrument shall be signed by the transferring Declarant and duly recorded in the public records of Columbiana County, Ohio. Upon the transfer of the Declarant's rights hereunder, the transferring Declarant shall have no further obligations or duties under this Declaration with respect to the land so transferred and shall be relieved from all liabilities, duties and obligations with respect to the land so transferred, except for any liabilities which may have theretofore accrued, and except for any obligations or duties which were not transferred to the successor Declarant.

(b) During the Class B Control Period, no Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium ownership or cluster home ownership, or similar instrument, or any amendment or termination thereof, affecting any portion of Firestone Farms without Declarant's prior review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, declaration of condominium ownership, declaration of cluster home ownership or similar instrument, or any amendment or termination thereof, being void and of no force and effect unless subsequently approved by written consent signed by the Declarant.

(c) So long as Declarant is a Class B Member, all sales, promotional, and advertising materials relating to the sale of a Residence shall be subject to the prior written approval of Declarant. If Declarant notifies any Builder or owner that Declarant objects to any such sales, promotional or advertising materials, Builder and/or owner will immediately cease the use and distribution of same.

**Section 3. Liability of Declarant.** In the event that a money judgment shall be obtained against Declarant by any Occupant, Owner, Builder or Member arising out of the provisions of this Master Declaration, or in connection with any claim against Declarant arising out of Declarant's ownership, operation, or development of Firestone Farms, whether such liability is based in contract, tort, statutory provisions, or otherwise, such judgment shall be satisfied only out of the interest of the Declarant in the lands constituting Firestone Farms, it being agreed that Declarant shall have no personal liability for any deficiency. No money judgment shall be satisfied out of the assets of Declarant, but only out of the interest of the Declarant in Firestone Farms. If Declarant be a partnership (general or limited) or limited liability company, no money judgment will be sought or taken against the partners of the partnership or the members of the limited liability company.



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Section 4. Amendment of Article XVII. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Master Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Section 5. Force Majeure. In the event that the Declarant or the Master Association or any Community Association shall be prevented or delayed from doing any act required of it pursuant to this Master Declaration or the declaration of any Community Association, because of weather, strikes or other labor difficulties, inability to obtain or delay in obtaining materials, fire or other casualties, acts of God, governmental restrictions or delays, or other matters beyond the reasonable control of such person or entity, then the time for performing such acts specified in this Master Declaration or in any Community Association Declaration shall be extended for the period of such delay.

Executed this 5<sup>th</sup> day of May, 2004.

MEADOWBROOKE DEVELOPMENT, LLC,  
An Ohio limited liability company

By: Wayne A. Bacon  
Wayne Bacon, Its Managing Member

Firestone Farms Homeowners Association, Inc., joins in the execution of this Master Declaration to express its consent and approval of the terms and provisions hereof, this 5<sup>th</sup> day of May, 2004.

FIRESTONE FARMS HOMEOWNERS  
ASSOCIATION, INC.

By: Wayne Bacon  
Wayne Bacon, President



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BK 1271 PG 227

STATE OF OHIO )  
 ) SS  
COUNTY OF COLUMBIANA )

The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of May, 2004, by MEADOWBROOKE DEVELOPMENT, LLC, an Ohio limited liability company, by Wayne A. Bacon, <sup>Managing</sup> Member, the Grantor and that the same was his free act and deed and the free act and deed of said limited liability company and his free act and deed as its duly authorized manager.

In Testimony Whereof, I have hereunto set my hand and official seal.

*Richard J. Mastriana*  
Notary Public

STATE OF OHIO )  
 ) SS  
COUNTY OF COLUMBIANA )



RICHARD J. MASTRIANA, Attorney at Law  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
SECTION 147.03 R.C.

The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of May, 2004, by FIRESTONE FARMS HOMEOWNERS ASSOCIATION, INC., an Ohio corporation, by Wayne A. Bacon, Pres., the Grantor and that the same was his free act and deed and the free act and deed of said corporation and his free act and deed as its duly authorized officer.

In Testimony Whereof, I have hereunto set my hand and official seal.

*Richard J. Mastriana*  
Notary Public

This Instrument prepared by:

William J. Ockington, Esq.  
29325 Chagrin Boulevard  
Suite 305  
Pepper Pike, Ohio 44122  
(216) 831-4935



RICHARD J. MASTRIANA, Attorney at Law  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
SECTION 147.03 R.C.

and:

Richard J. Mastriana, Esq.  
1006 Boardman Canfield Road  
Suite 1  
Boardman, Ohio 44512  
(330) 726-8300



**Robert L. Akins**

*Registered Surveyor*

776 North Union Avenue  
Alliance, Ohio 44601

Office (330) 821-4602 • Fax (330) 821-1600



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BK **1271** PG **228**

Phase 1(A)

**PROPERTY DESCRIPTION  
FIRESTONE FARMS AREA "A"**

SITUATED IN THE TOWNSHIP OF FAIRFIELD, COUNTY OF COLUMBIANA AND STATE OF OHIO AND KNOWN AS BEING PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 1 AND PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 12, TOWNSHIP 12, RANGE 2 AND FURTHER DESCRIBED AS FOLLOWS TO WIT;

BEGINNING AT A 1" STEEL SPIKE FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12;

THENCE NORTH 89° 11' 22" EAST, ALONG THE SECTION LINE, A DISTANCE OF 2260.59 FEET TO A POINT AND FURTHER KNOWN AS THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED;

THENCE NORTH 24° 12' 23" EAST, A DISTANCE OF 107.51 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE RIGHT HAVING A DELTA OF 14° 19' 24" AND A RADIUS OF 970.00 FEET;

THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 242.49 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 121.88 FEET, A CHORD LENGTH OF 241.86 FEET AND A BEARING OF NORTH 31° 22' 05" EAST);

THENCE SOUTH 51°28' 13" EAST, A DISTANCE OF 190.00 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 90°22'24" AND A RADIUS OF 30.00 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 47.32 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 30.20 FEET, A CHORD LENGTH OF 42.56 FEET AND A BEARING OF NORTH 6°39'25" WEST);

THENCE NORTH 51°50'37" WEST, A DISTANCE OF 128.47 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 36° 36' 49" AND A RADIUS OF 275.00 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 175.73 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 90.98 FEET, A CHORD LENGTH OF 172.78 FEET AND A BEARING OF NORTH 70° 09' 02" WEST);

THENCE NORTH 88° 27' 26" WEST, A DISTANCE OF 50.04 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE RIGHT HAVING A DELTA OF 25° 30' 41" AND A RADIUS OF 525.00 FEET;

Exhibit A



**Robert L. Akins**

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THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 233.76 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 118.85 FEET, A CHORD LENGTH OF 231.83 FEET AND A BEARING OF NORTH 75° 42' 06" WEST);

THENCE NORTH 27° 03' 15" EAST, A DISTANCE OF 211.31 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 66° 50' 52" EAST, A DISTANCE OF 90.31 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 83° 50' 16" EAST, A DISTANCE OF 313.47 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 54° 05' 00" EAST, A DISTANCE OF 153.49 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 73° 35' 27" EAST, A DISTANCE OF 14.09 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 55° 12' 23" EAST, A DISTANCE OF 306.12 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 11° 59' 35" EAST, A DISTANCE OF 84.01 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 82° 35' 25" EAST, A DISTANCE OF 169.71 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 06° 54' 15" WEST, A DISTANCE OF 33.12 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 82° 35' 25" EAST, A DISTANCE OF 60.00 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE RIGHT HAVING A DELTA OF 47° 47' 48" AND A RADIUS OF 330.00 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT; A DISTANCE OF 275.29 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 146.22 FEET, A CHORD LENGTH OF 267.38 FEET AND A BEARING OF SOUTH 31° 18' 29" WEST);

THENCE SOUTH 55° 12' 23" WEST, A DISTANCE OF 210.91 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 34° 47' 37" EAST, A DISTANCE OF 125.00 FEET TO A 5/8" IRON BAR FOUND;

Exhibit A (cont.)



**Robert L. Akins**

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THENCE SOUTH 09° 23' 21" WEST, A DISTANCE OF 57.37 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 53° 34' 20" WEST, A DISTANCE OF 60.43 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 45° 07' 23" WEST, A DISTANCE OF 86.68 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 53° 42' 10" WEST, A DISTANCE OF 165.00 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 03° 11' 05" AND A RADIUS OF 720.00 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 40.02 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 20.02 FEET, A CHORD LENGTH OF 40.02 FEET AND A BEARING OF SOUTH 37° 53' 22" WEST);

THENCE SOUTH 53° 42' 10" EAST, A DISTANCE OF 165.00 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 31° 54' 12" WEST, A DISTANCE OF 24.73 FEET TO A 5/8" IRON BAR FOUND;

THENCE SOUTH 41° 10' 30" WEST, A DISTANCE OF 61.88 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 62° 29' 26" WEST, A DISTANCE OF 155.00 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 03° 18' 10" AND A RADIUS OF 720.00 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 41.51 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 20.78 FEET, A CHORD LENGTH OF 41.50 FEET AND A BEARING OF SOUTH 25° 51' 28" WEST);

THENCE SOUTH 24° 12' 23" WEST, A DISTANCE OF 118.51 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 23° 00' 00" AND A RADIUS OF 720.00 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 289.03 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 146.49 FEET, A CHORD LENGTH OF 287.09 FEET AND A BEARING OF SOUTH 12° 42' 23" WEST);

Exhibit A(cont.)





**Robert L. Akins**

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THENCE SOUTH 01° 12' 23" WEST, A DISTANCE OF 377.41 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 90° 00' 00" AND A RADIUS OF 35.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 54.98 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 35.00 FEET, A CHORD LENGTH OF 49.50 FEET AND A BEARING OF SOUTH 43° 47' 37" EAST);

THENCE NORTH 88° 47' 37" WEST, A DISTANCE OF 130.00 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 90° 00' 00" AND A RADIUS OF 35.00 FEET;

THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 54.98 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 35.00 FEET, A CHORD LENGTH OF 49.50 FEET AND A BEARING OF NORTH 46° 12' 23" EAST);

THENCE NORTH 01° 12' 23" EAST, A DISTANCE OF 17.33 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 88° 47' 37" WEST, A DISTANCE OF 190.00 FEET TO A 5/8" IRON BAR FOUND;

THENCE NORTH 01° 12' 23" EAST, A DISTANCE OF 360.08 FEET TO A 5/8" IRON BAR FOUND AT THE PC OF A CURVE TO THE RIGHT HAVING A DELTA OF 23° 00' 00" AND A RADIUS OF 970.00 FEET;

THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 389.38 FEET TO A 5/8" IRON BAR FOUND (SAID ARC HAVING A TANGENT OF 197.35 FEET, A CHORD LENGTH OF 386.77 FEET AND A BEARING OF NORTH 12° 42' 23" EAST);

THENCE NORTH 24° 12' 23" EAST, A DISTANCE OF 11.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 13.1249 ACRES OF LAND BASED ON A FIELD SURVEY BY ROBERT L. AKINS THIS 1<sup>ST</sup> DAY OF SEPTEMBER, 2003.

ROBERT L. AKINS  
REGISTERED SURVEYOR #6331

FIRESTONEFARMSA-VKC-2004



Exhibit A (cont.)



**Robert L. Akins**  
*Registered Surveyor*

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Phase 1(B)

**PROPERTY DESCRIPTION  
FIRESTONE FARMS AREA "B"**

SITUATED IN THE TOWNSHIP OF FAIRFIELD, COUNTY OF COLUMBIANA AND STATE OF OHIO AND KNOWN AS BEING PART OF THE CITY OF COLUMBIANA AND PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 12, RANGE 2 AND FURTHER DESCRIBED AS FOLLOWS TO WIT;

BEGINNING AT A 1" STEEL SPIKE FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1;

THENCE NORTH 01° 08' 30" WEST, ALONG THE SECTION LINE AND ALONG THE CENTERLINE OF STATE ROUTE 7, A DISTANCE OF 952.88 FEET TO A POINT AND FURTHER KNOWN AS THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUING NORTH 01° 08' 30" WEST, ALONG THE SECTION LINE AND ALONG THE CENTERLINE OF SAID STATE ROUTE 7, A DISTANCE OF 170.00 FEET TO A POINT;

THENCE NORTH 88° 51' 30" EAST, A DISTANCE OF 30.00 FEET TO A POINT AT THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 90° 00' 00" AND A RADIUS OF 50.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 50.00 FEET, A CHORD LENGTH OF 70.71 FEET AND A BEARING OF SOUTH 46° 08' 30" EAST);

THENCE NORTH 88° 51' 30" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ROYAL BIRKDALE DRIVE, A DISTANCE OF 340.00 FEET TO A POINT;

THENCE SOUTH 89° 03' 33" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 137.59 FEET TO A POINT;

THENCE NORTH 88° 51' 30" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 142.50 FEET TO A POINT;

THENCE SOUTH 88° 16' 46" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 100.12 FEET TO A POINT;

THENCE NORTH 88° 51' 30" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 94.01 FEET TO A POINT AT THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 11° 49' 17" AND A RADIUS OF 1325.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 273.38 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 137.18 FEET, A CHORD LENGTH OF 272.89 FEET AND A BEARING OF SOUTH 85° 13' 52" EAST) AT THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 71° 53' 37" AND A RADIUS OF 30.00 FEET;

Exhibit A



**Robert L. Akins**

*Registered Surveyor*

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Alliance, Ohio 44601



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THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 37.64 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 21.75 FEET, A CHORD LENGTH OF 35.22 FEET AND A BEARING OF NORTH 64° 43' 58" EAST);

THENCE NORTH 80° 40' 46" WEST, A DISTANCE OF 164.23 FEET TO A POINT;

THENCE NORTH 04° 03' 22" EAST, A DISTANCE OF 476.53 FEET TO A POINT;

THENCE NORTH 85° 06' 31" EAST, A DISTANCE OF 325.00 FEET TO A POINT;

THENCE SOUTH 67° 06' 27" EAST, A DISTANCE OF 212.16 FEET TO A POINT;

THENCE SOUTH 07° 09' 52" WEST, A DISTANCE OF 319.28 FEET TO A POINT;

THENCE SOUTH 46° 29' 16" EAST, A DISTANCE OF 791.31 FEET TO A POINT;

THENCE SOUTH 66° 50' 52" EAST, A DISTANCE OF 33.22 FEET TO A POINT;

THENCE SOUTH 27° 03' 15" WEST, A DISTANCE OF 211.31 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE AND AT THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 13° 33' 47" AND A RADIUS OF 525.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 124.28 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 62.43 FEET, A CHORD LENGTH OF 123.99 FEET AND A BEARING OF SOUTH 69° 43' 39" EAST);

THENCE SOUTH 17° 06' 13" WEST, A DISTANCE OF 175.00 FEET TO A POINT;

THENCE NORTH 70° 09' 13" WEST, A DISTANCE OF 135.00 FEET TO A POINT;

THENCE NORTH 58° 33' 00" WEST, A DISTANCE OF 146.00 FEET TO A POINT;

THENCE NORTH 49° 27' 58" WEST, A DISTANCE OF 393.09 FEET TO A POINT;

THENCE NORTH 57° 13' 13" WEST, A DISTANCE OF 192.97 FEET TO A POINT;

THENCE NORTH 65° 04' 02" WEST, A DISTANCE OF 188.95 FEET TO A POINT;

THENCE NORTH 75° 27' 32" WEST, A DISTANCE OF 85.88 FEET TO A POINT;

THENCE NORTH 01° 08' 30" WEST, A DISTANCE OF 179.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE AND AT THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 11° 34' 57" AND A RADIUS OF 1275.00 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 257.74 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 129.31 FEET, A CHORD LENGTH OF 257.31 FEET AND A BEARING OF NORTH 85° 21' 02" WEST)

Exhibit A (cont)



**Robert L. Akins**

*Registered Surveyor*

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THENCE SOUTH 89° 51' 30" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 94.01 FEET TO A POINT;

THENCE SOUTH 85° 59' 45" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 100.12 FEET TO A POINT;

THENCE SOUTH 88° 51' 30" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 142.50 FEET TO A POINT;

THENCE SOUTH 86° 46' 32" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 137.59 FEET TO A POINT;

THENCE SOUTH 88° 51' 30" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 340.00 FEET TO A POINT AT THE PC OF A CURVE TO THE LEFT HAVING A DELTA OF 90° 00' 00" AND A RADIUS OF 50.00 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 50.00 FEET, A CHORD LENGTH OF 70.71 FEET AND A BEARING OF SOUTH 43° 51' 30" WEST);

THENCE SOUTH 88° 51' 30" WEST, A DISTANCE OF 30.00 FEET TO THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED;

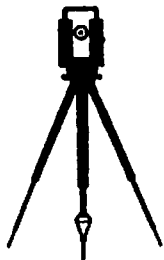
CONTAINING 17.340 ACRES OF LAND BASED ON A FIELD SURVEY BY ROBERT L. AKINS THIS 1<sup>ST</sup> DAY OF SEPTEMBER, 2003.

ROBERT L. AKINS  
REGISTERED SURVEYOR #6331



FIRESTONE PLAT "B"-2004-VKC

*Exhibit A (cont)*



**Robert L. Akins**

*Registered Surveyor*

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Phase 1(C)

**PROPERTY DESCRIPTION  
FIRESTONE FARMS AREA "C"**

SITUATED IN THE TOWNSHIP OF FAIRFIELD, COUNTY OF COLUMBIANA AND STATE OF OHIO AND KNOWN AS BEING PART OF THE CITY OF COLUMBIANA AND PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 12, RANGE 2 AND FURTHER DESCRIBED AS FOLLOWS TO WIT;

BEGINNING AT A 1" STEEL SPIKE FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12;

THENCE NORTH 89° 11' 22" EAST, ALONG THE SECTION LINE, A DISTANCE OF 1002.57 FEET TO A POINT AT THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 43° 11' 52" AND A RADIUS OF 895.00 FEET AND FURTHER KNOWN AS THE TRUE PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 674.78 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 354.34 FEET, A CHORD LENGTH OF 658.91 FEET AND A BEARING OF NORTH 22° 44' 27" WEST);

THENCE NORTH 01° 08' 30" WEST, A DISTANCE OF 404.03 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROYAL BIRKDALE DRIVE;

THENCE NORTH 85° 59' 45" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 40.05 FEET TO A POINT;

THENCE NORTH 88° 51' 30" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID ROYAL BIRKDALE DRIVE, A DISTANCE OF 94.01 FEET TO A POINT AT THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 10° 39' 59" AND A RADIUS OF 1275.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROYAL BIRKDALE DRIVE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 237.36 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 119.02 FEET, A CHORD LENGTH OF 237.02 FEET AND A BEARING OF SOUTH 85° 48' 31" EAST);

THENCE SOUTH 01° 08' 30" EAST, A DISTANCE OF 310.79 FEET TO A POINT;

THENCE SOUTH 01° 36' 59" EAST, A DISTANCE OF 103.15 FEET TO A POINT;

THENCE SOUTH 09° 18' 11" EAST, A DISTANCE OF 89.53 FEET TO A POINT;

THENCE SOUTH 19° 05' 11" EAST, A DISTANCE OF 89.53 FEET TO A POINT;

THENCE SOUTH 28° 53' 16" EAST, A DISTANCE OF 69.53 FEET TO A POINT;

Exhibit A



**Robert L. Akins**  
 Registered Surveyor  
 776 North Union Avenue  
 Alliance, Ohio 44601

Image ID: 000000537877 Type: OFF  
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 File# 2004-00008380  
 BK 1271 PG 236

Office (330) 821-4602 • Fax (330) 821-1600

THENCE SOUTH 49° 00' 22" EAST, A DISTANCE OF 202.00 FEET TO A POINT;

THENCE SOUTH 51° 04' 58" EAST, A DISTANCE OF 115.05 FEET TO A POINT;

THENCE SOUTH 37° 47' 34" EAST, A DISTANCE OF 291.64 FEET TO A POINT;

THENCE SOUTH 06° 59' 38" WEST, A DISTANCE OF 636.82 FEET TO A POINT AT THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 06° 04' 05" AND A RADIUS OF 3784.72 FEET AND ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE 14;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 14 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 400.83 FEET TO A (SAID ARC HAVING A TANGENT OF 200.60 FEET, A CHORD LENGTH OF 400.64 FEET AND A BEARING OF NORTH 76° 11' 13" WEST);

THENCE NORTH 12° 23' 24" EAST, A DISTANCE OF 295.67 FEET TO A POINT;


THENCE NORTH 06° 59' 38" EAST, A DISTANCE OF 86.02 FEET TO A POINT AT THE P.C. OF A CURVE TO THE LEFT HAVING A DELTA OF 59° 48' 44" AND A RADIUS OF 105.00 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 109.61 FEET TO A POINT (SAID ARC HAVING A TANGENT OF 60.39 FEET, A CHORD LENGTH OF 104.70 FEET AND A BEARING OF NORTH 22° 54' 44" WEST);

THENCE NORTH 52° 49' 06" WEST, A DISTANCE OF 102.98 FEET TO A POINT AT THE P.C. OF A CURVE TO THE RIGHT HAVING A DELTA OF 08° 28' 44" AND A RADIUS OF 895.00 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 132.44 FEET TO THE TRUE PLACE OF BEGINNING (SAID ARC HAVING A TANGENT OF 66.34 FEET, A CHORD LENGTH OF 132.32 FEET AND A BEARING OF NORTH 48° 34' 44" WEST);

CONTAINING 16.204 ACRES OF LAND BASED ON A FIELD SURVEY BY ROBERT L. AKINS THIS 1<sup>ST</sup> DAY OF SEPTEMBER, 2003.

  
 ROBERT L. AKINS  
 REGISTERED SURVEYOR #6331



FIRESTONE PLAT "C"-2004-VKC

Exhibit A (cont)



# Exhibit B (cont)



Image ID: 000000537979 Type: OFF  
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File# 2004-00008380

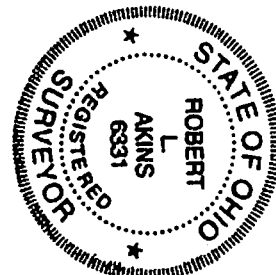
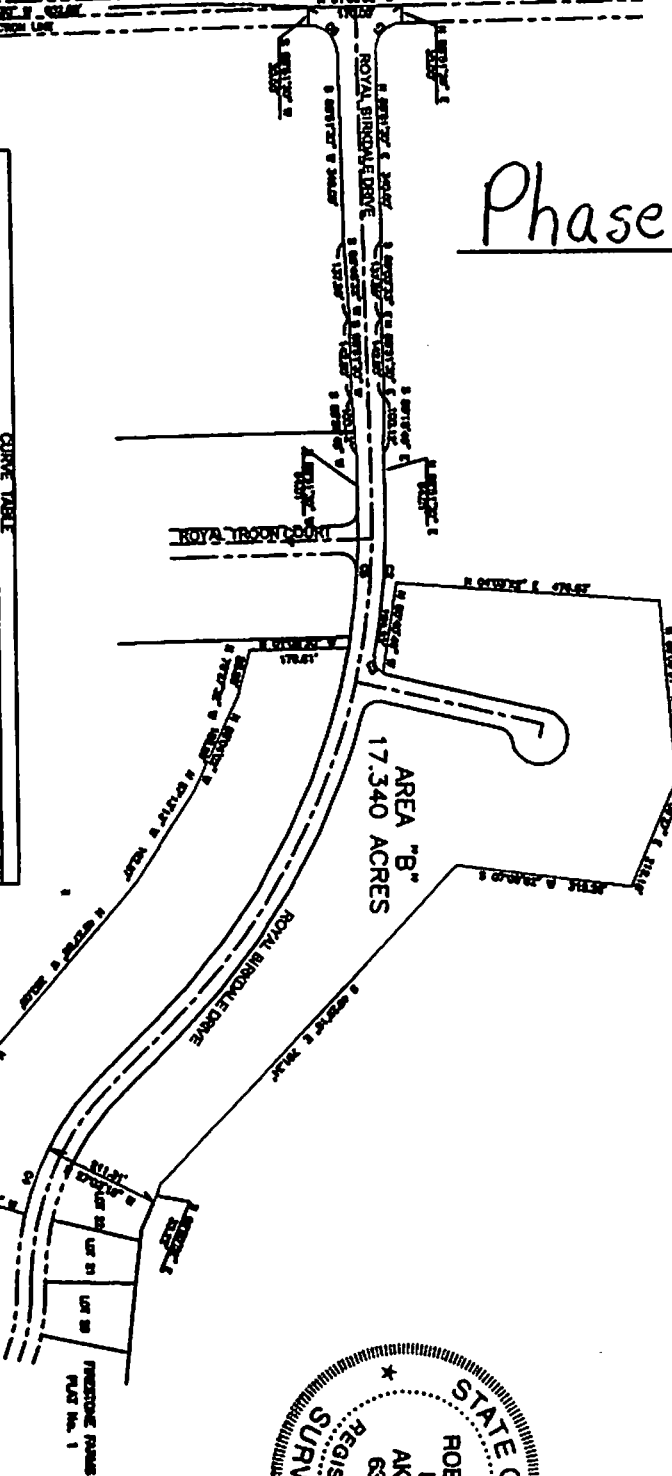
BK 1271 PG 238

STATE ROUTE No. 7

## Phase 1(B)

PLAT  
AREA "B"  
PART OF THE  
CITY OF COLUMBIANA  
AND PART OF  
SOUTHWEST QUARTER SECTION 1  
TOWNSHIP 12, RANGE 2  
PARFIELD TOWNSHIP, COLUMBIANA COUNTY  
OHIO

CHAIN	ROSE	AGE	LENGTH	CHORD	BEARING	BEVA	ANGLE	MARKS
1	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
2	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
3	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
4	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
5	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
6	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
7	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
8	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
9	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
10	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
11	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
12	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
13	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
14	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
15	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
16	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
17	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
18	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
19	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
20	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
21	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
22	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
23	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
24	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
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26	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
27	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
28	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00
29	100.00	90°	100.00	0.00	000°00'	0.00	90°	100.00
30	100.00	0°	100.00	0.00	000°00'	0.00	0°	100.00



*Robert L. Akins*  
ROBERT L. AKINS  
REGISTERED SURVEYOR #6331  
777 N. Main St. 4th Fl.  
Akron, OH 44301  
PHONE (330) 831-4902  
FAX (330) 821-1800

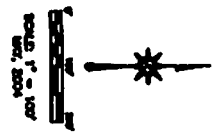






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 File# 2004-00008380  
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**BK 1271 pg 239**

# Exhibit B (cont)

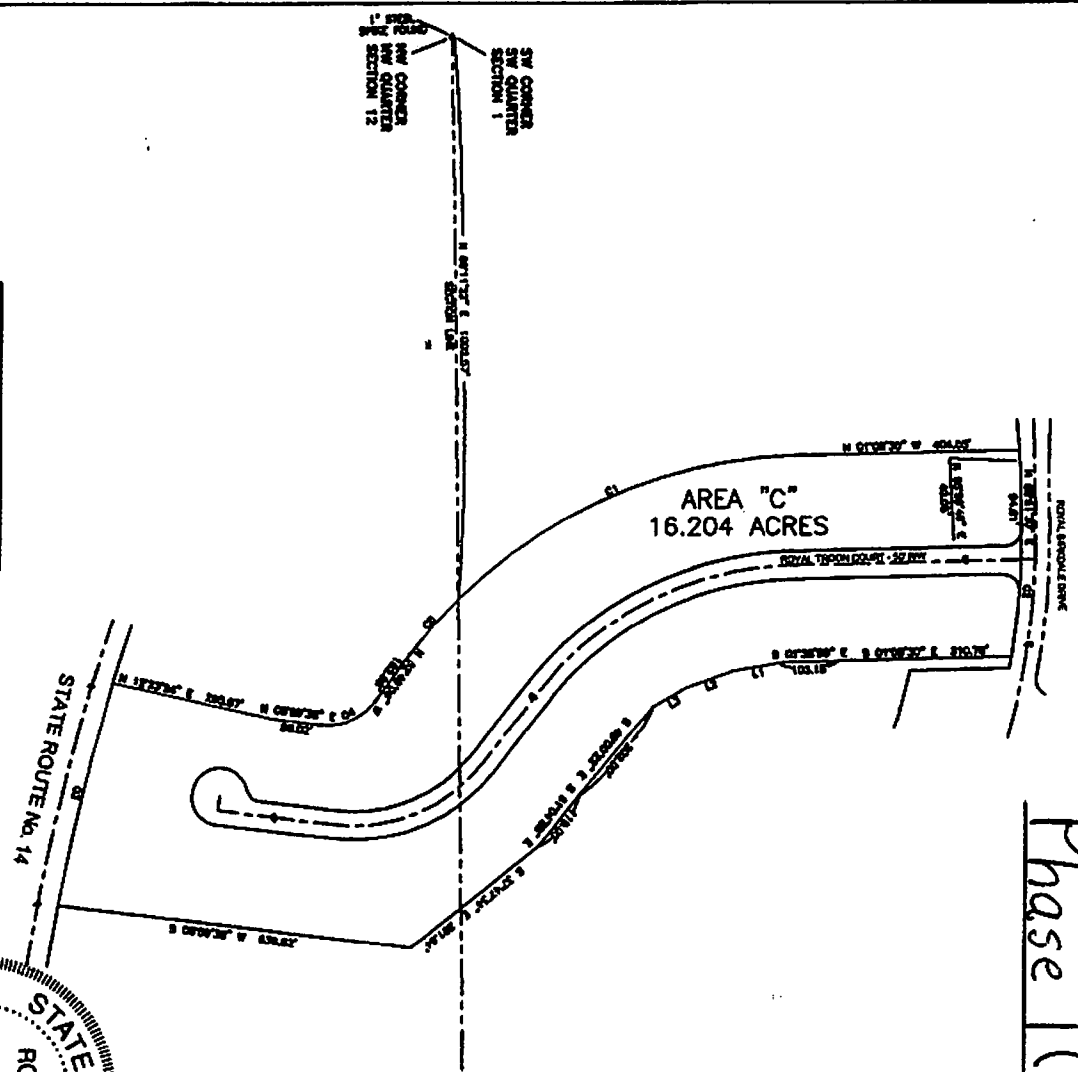
PLAT

AREA "C"  
 PART OF THE  
 CITY OF COLUMBIANA  
 AND PART OF  
 SOUTHWEST QUARTER SECTION 1 &  
 NORTHWEST QUARTER SECTION 12  
 TOWNSHIP 12, RANGE 2  
 FAIRFIELD TOWNSHIP, COLUMBIANA COUNTY  
 OHIO

Phase 1(c)

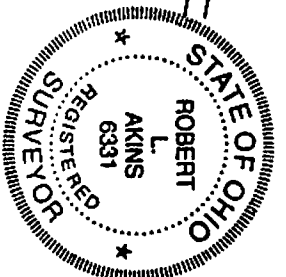


SCALE: 1" = 100'  
 MAY, 2004



LINE	BEARING	DISTANCE
1	S 0°18'11\"	66.54'
2	S 16°00'11\"	66.54'
3	S 28°53'18\"	66.54'

CLERK	OWNER	ACRE LENGTH	CHAINS	LINKS	CHAINS	LINKS	BEARS	LINKS	TOWNSHIP
1	681.67	474.76	58.51	58.51	58.51	58.51	58.51	58.51	118.06
2	170.00	251.28	251.28	251.28	251.28	251.28	251.28	251.28	251.28
3	278.51	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
4	108.00	107.41	107.41	107.41	107.41	107.41	107.41	107.41	107.41
5	683.07	132.24	132.24	132.24	132.24	132.24	132.24	132.24	132.24



*Robert L. Akins*  
 ROBERT L. AKINS  
 REGISTERED SURVEYOR #6331  
 770 N. UNION AVE.  
 ALLIANCE, OH 44801  
 PHONE: (330) 821-4602  
 FAX: (330) 821-1000



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/14/2004	200401302508	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

RICHARD J. MASTRIANA  
1006 BOARDMAN CANFIELD RD. STE 1  
BOARDMAN, OH 44512



Image ID: 000000537981 Type: OFF  
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File# 2004-00008380

BK 1271 Pg 240

# STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1433065

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**FIRESTONE FARMS HOMEOWNERS ASSOCIATION, INC.**  
and, that said business records show the filing and recording of:

Document(s)  
**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):  
**200401302508**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 31st day of December,  
A.D. 2003.

*J. Kenneth Blackwell*  
Ohio Secretary of State

Exhibit "C"



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.oh.us/sos  
e-mail: busserv@sos.state.oh.us

**Expedite this Form:** *(check one)*

Yes PO Box 1390  
Columbus, OH 43216  
*Requires an additional fee of \$125 \*\**

No PO Box 670  
Columbus, OH 43216

**INITIAL ARTICLES OF INCORPORATION**  
(For Domestic Profit or Non-Profit)  
Filing Fee \$125.00

2004 DEC 31 PM 5:53

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARH) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession ORC 1785
--	---	--

Complete the general information in this section for the box checked above.

**FIRST:** Name of Corporation Firestone Farms Homeowners Association, Inc.

**SECOND:** Location Columbiana Columbiana  
(City) (County)

Effective Date (Optional) 12/01/2003 *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*  
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

**THIRD:** Purpose for which corporation is formed

Act as Homeowners Association for housing development.

Complete the information in this section if box (1) or (3) is checked.

**FOURTH:** The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

(No. of Shares)	(Type)	(Par Value)
-----------------	--------	-------------



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**Completing the information in this section is optional**

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

Wayne Allan Bacon  
(Name)  
14930 Beard Road  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
New Springfield Ohio 44443  
(City) (State) (Zip Code)

Rodney Allan Bacon  
(Name)  
14930 Beard Road  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
New Springfield Ohio 44443  
(City) (State) (Zip Code)

Herbert Gorby  
(Name)  
14930 Beard Road  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
New Springfield Ohio 44443  
(City) (State) (Zip Code)

**REQUIRED**  
 Must be authenticated  
 (signed) by an authorized  
 representative  
 (See Instructions)


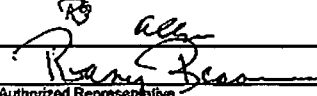
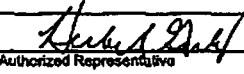
 Authorized Representative <u>WAYNE A. BACON</u> <small>(print name)</small> <u>Wayne Allan Bacon</u>	<u>12-5-03</u> Date
 Authorized Representative <u>Rodney Allan Bacon</u> <small>(print name)</small> <u>Rodney Bacon</u> <u>RODNEY BACON</u>	<u>12-5-03</u> Date
 Authorized Representative <u>Herbert Gorby</u> <small>(print name)</small> <u>HERBERT L. GORBY</u>	<u>12-5-03</u> Date

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 File# 2004-00008380  
**BK 1271 PG 242**

Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

Firestone Farms Homeowners

Association, Inc.

The undersigned, being at least a majority of the incorporators of \_\_\_\_\_ hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Wayne Allan Bacon  
(Name)  
14930 Beard Road  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
New Springfield, Ohio 44443  
(City) (Zip Code)

Must be authenticated by an authorized representative

Wayne A. Bacon  
Authorized Representative Wayne Allan Bacon

12-5-03  
Date

Wayne Allan Bacon  
Authorized Representative Rodney Allan Bacon

12-5-03  
Date

Herbert Gorby  
Authorized Representative Herbert Gorby

12-5-03  
Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Wayne Allan Bacon, named herein as the

Statutory agent for, Firestone Farms Homeowners Association, Inc., hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Wayne Allan Bacon  
(Statutory Agent)



Image ID: 00000637984 Type: OFF  
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FILE# 2004-00006380

BK 1271 pg 243



**BY-LAWS OF FIRESTONE FARMS  
HOMEOWNERS ASSOCIATION, INC.**

This instrument prepared by:  
William J. Ockington, Esq.  
29325 Chagrin Boulevard  
Suite 305  
Pepper Pike, Ohio 44122  
(216) 831-4935

and by:  
Richard J. Mastriana, Esq.  
1006 Boardman-Canfield Road  
Suite 1  
Boardman, Ohio 44512  
(330) 726-8300

EXHIBIT D